

Bargaining Unit 21

# Tentative Agreements

7/1/08 – 6/30/10



3:22

Union Proposal of August 22, 2008  
2008 NEGOTIATIONS  
Ground Rules for SEIU Local 1000 and the State of California

Master Table Articles/Sections

- ☐ PREAMBLE
- ☐ 2.1 Union Representatives
- ☐ 2.2 Access
- ☐ 2.3 Use of State Equipment
- ☐ 2.5 Use of State Facilities
- ☐ 2.6 Steward Time Off
- ☐ 2.7 Employee Time Off
- ☐ 2.8 Union Steward Protection
- ☐ 2.9 Union Information Packets
- ☐ 2.10 Orientation
- ☐ 2.11 Bargaining Unit Chair Time Off
- ☐ 3.1 Union Security
- ☐ 3.2 Release of Home Addresses: Non-Law Enforcement Employees
- ☐ 4.1 State's Rights
- ☐ 5.1 No Strike
- ☐ 5.2 No Lockout
- ☐ 5.3 Individual Agreements Prohibited
- ☐ 5.4 Savings Clause
- ☐ 5.5 Reprisals
- ☐ 5.7 Non-Discrimination
- ☐ 5.8 Sexual Harassment
- ☐ 5.9 Joint Labor/Management Committee on Discrimination (JLMCD)
- ☐ 5.10 Labor/Management Committees
- ☐ 5.11 Dignity Clause
- ☐ 5.12 Upward Mobility Joint Labor/Management Committee
- ☐ 6.1 Purpose
- ☐ 6.2 Definitions
- ☐ 6.3 Time Limits
- ☐ 6.4 Waiver of Steps
- ☐ 6.5 Presentation
- ☐ 6.6 Informal Discussion
- ☐ 6.7 Formal Grievance – Step 1
- ☐ 6.8 Formal Grievance – Step 2
- ☐ 6.9 Formal Grievance – Step 3
- ☐ 6.10 Response
- ☐ 6.11 Formal Grievance – Step 4
- ☐ 6.12 Grievance Review
- ☐ 6.13 AWOL Hearing Back Pay
- ☐ 6.14 Mini-Arbitration Procedure
- ☐ 7.1 Holidays

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4:35pm  
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Shuler  
James H. Perry  
Brook Willis  
Jacqueline M. Callie  
K. L. Jones  
N. L. Jones  
D. L. Jones  
D. L. Jones  
D. L. Jones

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4:35pm  
La  
J. Sanders

- ☐ 8.1 Vacation/Annual Leave
- ☐ 8.2 Sick Leave
- ☐ 8.4 Parental Leave
- ☐ 8.5 Adoption Leave
- ☐ 8.6 Union Leave
- ☐ 8.7 Unpaid Leave of Absence
- ☐ 8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)
- ☐ 8.9 Catastrophic Leave - Natural Disaster
- ☐ 8.10 Release Time for State Civil Service Examinations
- ☐ 8.11 Release Time for State Personnel Board Hearings
- ☐ 8.12 Leave Credits Upon Transfer in State Service
- ☐ 8.14 Jury Duty
- ☐ 8.16 Family Medical Leave Act (FMLA)
- ☐ 8.18 Work and Family Participation
- ☐ 8.19 Paid Time Off-- Precinct Election Board
- ☐ 8.20 Blood Donation Programs
- ☐ 9.1 Health Benefit Plans
- ☐ 9.2 Dental Benefit Plans
- ☐ 9.3 Vision Benefit Plans
- ☐ 9.4 Rural Health Care Equity Program
- ☐ 9.5 Employee Assistance Program (EAP)
- ☐ 9.6 Pre-Tax of Health and Dental Premiums Costs
- ☐ 9.7 Pre-Retirement Death Continuation of Benefits
- ☐ 9.8 Joint Union/Management Benefits Advisory Committee
- ☐ 9.9 Presumptive Illness
- ☐ 9.10 Employee Injury on the Job
- ☐ 9.12 Flex/Elect Program
- ☐ 9.13 Long-Term Care Insurance Plan
- ☐ 9.15 Industrial Disability Leave (IDL)
- ☐ 9.16 Group Legal Service Plan
- ☐ 9.17 State Disability Insurance (SDI)
- ☐ 10.1 Health and Safety Commitment
- ☐ 10.2 Health and Safety Committees
- ☐ 10.3 Occupational Hazards
- ☐ 10.4 Injury and Illness Prevention Programs (IIPP)
- ☐ 10.6 Emergency Evacuation Procedures
- ☐ 10.12 Employee Restroom Facilities
- ☐ 10.21 Workplace Violence Prevention
- ☐ 10.22 Computer Work Stations
- ☐ 10.23 Independent Medical Examinations
- ☐ 10.27 Remodeling/Renovations and Repairs
- ☐ 10.28 Pest Control
- ☐ 10.29 Smoking Cessation
- ☐ 10.30 Health and Safety Grievances
- ☐ 10.X Health Promotion Activities
- ☐ 11.1 Salaries
- ☐ 11.4 Timely Payment of Wages
- ☐ 11.7 Merit Salary Adjustments (MSA)

TAD 8/22/08  
4:35pm

*[Handwritten signatures and initials]*  
 Brenda BAY  
 Brad Willis  
 Jacqueline McCallum  
 Ronald Brown  
 N. Lynda BU 17  
 Lawrence Tucker 14  
 Don K. Miller BU 21

KS  
8/22/08  
4:35pm

- ☐ 11.10 Sustained Superior Accomplishment Awards
- ☐ 11.11 Union-Management Committee on State Payroll System
- ☐ 11.13 Tax Deferral of Lump Sum Leave Cash Out Upon Separation
- ☐ 12.1 Business and Travel Expense
- ☐ 12.2 Moving and Relocation Expenses
- ☐ 12.3 Parking Rates
- ☐ 12.4 Commute Program
- ☐ 12.5 Transportation Incentives
- ☐ 12.7 State Owned Housing
- ☐ 13.1 Personnel and Evaluation Materials
- ☐ 14.1 Classification Changes
- ☐ 14.2 Out-of-Classification Grievances and Position Allocation Hearing Process
- ☐ 14.3 Classification/Pay Data
- ☐ 14.6 Job Announcements
- ☐ 14.8 Contracting Out
- ☐ 15.3 Hardship Transfer
- ☐ 16.1 Layoff and Reemployment
- ☐ 16.2 Reducing the Adverse Effects of Layoff
- ☐ 16.3 Alternative to Layoff
- ☐ 16.4 Military Installations
- ☐ 16.5 Layoff Employee Assistance Program
- ☐ 17.1 First Tier Retirement Formula (2% @ 55)
- ☐ 17.2 Second Tier Retirement Plan
- ☐ 17.4 State Safety Retirement
- ☐ 17.7 Enhanced Industrial Retirement
- ☐ 17.8 Employer-Paid Employee Retirement Contributions
- ☐ 17.10 1959 Survivor's Benefits – Fifth Level
- ☐ 18.1 Permanent Intermittents (PI)
- ☐ 19.5 Set Up/Shut Down Time
- ☐ 19.10 Work In Multiple Time Zones
- ☐ 19.11 Call Back Time
- ☐ 19.12 Standby Time
- ☐ 24.1 Entire Agreement
- ☐ 24.2 Duration
- ☐ Side Letter #1 – Golden Handshake
- ☐ Side Letter #3 – Domestic Partner
- ☐ Side Letter #4 – Access Agreement
- ☐ Addendum I – Time Off for Victims of Domestic Violence

TAD 4:35 pm 8/22/08

*[Signature]*

*[Signature]*

*[Signature]*

Brook Willis

Jacqueline McCallum

Ruth Jones BW

N. Lyeila BU17

LaVene Jucker unit 14

Don't know BVA

La

JS 8/22/08

4:35pm



# Management Proposal

**Bargaining Unit: All Units**

**Date:** \_\_\_\_\_

**Exclusive Representative: SEIU, Local 1000**

**Subject: Furlough**

2/13/9

## ARTICLE New Mandatory Personal Furlough Leave Program

A) Effective with the February 2009 pay period and ending June 30, 2010, full time bargaining unit employees shall be subject to a Mandatory Personal Furlough Leave Program (MPFLP) eight (8) hours per month in the manner outlined below:

1. Effective with the February 2009 pay period, each full time employee's monthly pay shall be reduced by 4.62%. However, salary rates and salary ranges shall remain unchanged. Each full-time employee shall continue to work his/her assigned work schedule.
2. Each full time employee shall be credited with eight (8) hours of MPFLP time on the first day of the following monthly pay period each month for seventeen (17) months. The MPFLP leave credits shall be credited to the employee's MPFLP leave balance.

3. Severe Employees will be given maximum discretion to use the MPFLP time subject to operational considerations. Use of deferred MPFLP time off is subject to supervisory approval, except that appointing powers shall ensure that all MPFLP time off is scheduled and taken prior to July 1, 2012. MPFLP time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of MPFLP time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may order employees to take MPFLP time off to meet the intent of this section. MPFLP time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).

4) ~~Time during which an employee is excused from work because of MPFLP time usage shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.~~ \*

MPFLP time may not be cashed out at any time, nor may it be "carried over" beyond July 1, 2012. However, MPFLP may be used in lieu of sick leave

This MPFLP shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision, benefits, or the flex-elect cash option.

Compensation for purposes of retirement and death and disability benefits shall not be affected by the MPFLP and shall be based on the unchanged salary rate that would have been credited had the employee not been in the MPFLP.

(D) Service calculation for purposes of retirement allowances for employees participating in the MPFLP shall be based on the amount of service that would have been credited had the employee not been in the MPFLP.

\* Deleted with understanding its covered by  
Base<sup>n</sup> contract protections

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TA 2/2/9  
9:57 PM

# Management Proposal

CT MPFLP  
New pg 2

- E) The MPFLP reduction shall not affect transfer determinations between state civil service classifications.
- F) Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined consistent with the employee's time base consistent with the chart in Article 7.
- G) Seasonal employees are not subject to the MPFLP.
- H) Dispute regarding the denial of the use of MPFLP time may be appealed through the grievance procedure. Other dispute arising from this MPFLP section may be appealed through the grievance procedure, except that the decision by the Department of Personnel Administration shall be final and there may be no further appeals.

*TC 819 3 FLETC Bul 4*

~~I) If there is a significant decrease in revenues which cause the Governor to proclaim a fiscal emergency under Proposition 58, resulting from either the failure of the Lottery Modernization Act to be approved by the voters or further deterioration of the economy, the Governor retains the authority to implement additional furloughs beyond those recognized in this MOU in accordance with Government Code section 3516.5.~~

*Unit 11*

~~I) All Permanent Intermittent employees and Special School employees who are subject to the State Special Schools 10-Month compensation agreement shall be subject to the proration of salary and MPFLP credits pursuant to the below chart.~~

<u>Hours Worked During Pay Period</u>	<u>Salary Reduction In Hours</u>	<u>MPFLP Credit</u>
0 - 10.9	0	0
11 - 30.9	1	1
31 - 50.9	2	2
51 - 70.9	3	3
71 - 90.9	4	4
91 - 110.9	5	5
111 - 130.9	6	6
131 - 150.9	7	7
151 or over	8	8

*ETU TLA MR 2.4.15*

~~J) As it relates to employees in Bargaining Unit 3, this Article shall be applied consistent with the Addenda to this Article applicable to Bargaining Unit 3 employees by CDCR-DAI, CDCR-DJJ and CDE.~~

*Unit 11*

K) Employees on SDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Mandatory Personal Leave Program for that month. Participation in the MPLP

~~shall not affect eligibility for FMLA per Article 8.16~~

## MANAGEMENT PROPOSAL

Bargaining Unit: All

Exclusive Representative: SEIU

Subject: No Layoff

ARTICLE \_\_\_\_

2/13/9  
TA 9:07 PM

### No Layoffs

In consideration of savings achieved through the furlough program, there shall be no layoffs of employees in any SEIU bargaining unit during the term of the furlough period except as indicated below.

To accomplish the objectives of this provision the state will use SROA, surplus lists, directed placements, or any other means at its disposal to ensure maximum placement opportunities for displaced employees. This includes offers of placement to a position outside his or her job classification for which he or she possesses the necessary qualifications, background, or demonstrated experience to perform the job, consistent with SPB transfer rules.

An employee who is offered a job placement and who rejects it, is subject to layoff. Offers of job placements at a salary range more than ten percent (10%) below an employee's current salary range or more than fifty (50) miles from their current job location shall not subject an employee to layoff. Maximum effort will be made to keep employees within the same geographic area.

Exceptions to the no layoff provision are:

- Closures such as departments, entire programs, facilities or offices

This No Layoff section of the MOU shall sunset on June 30, 2010.

SEIU TA  
Margaret Malden  
Layoff Unit 14  
All other units  
Randa Jones BPO  
Brad Walker with  
Boz  
X Award 07  
Dennis  
Sun 3-15

John Chapman



*State's Counter*  
**SEIU Local 1000 Proposal**  
**Master Table**  
**February 13, 2009**

**Contract Protection**

TA  
2/13/9  
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A. If any other State bargaining units enter into an agreement that provides an economic package of greater value than that provided to Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21, then SEIU, as the exclusive representative, may reopen related economic provisions of its MOU and meet and confer in good faith with the State over similar or equivalent increases to be provided to SEIU members.

B. The terms of this article shall only apply to immediate successor agreements of bargaining units that do not have a current MOU. This provision does not apply to any MOU term and condition of employment currently in effect.

State proposing the following:

*John Chyn*

C. Should the Legislature amend or enact any provision of law that allows the State to exclude leave from counting as time worked for purposes of determining the number of hours worked in a work week, that provision to the extent that it may be in conflict with this MOU, shall not be superseded by any provision of the MOU. Any and all MOU sections or past practices that conflict with this new provision of law shall immediately be superseded without further action.

*SEIU TIP*  
*Marguerite Maldonado*  
*W/ 14*  
*Ronnald*  
*UNIT 11*  
*Boz*  
*UNIT 17*  
*BU 3*  
*4-15*

Management Proposal

11:30 AM  
passed  
8/29/08

Bargaining Unit: Common Table

Exclusive Representative: SEIU

PREAMBLE (~~Excludes Unit 14 and 17~~)

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to sections 19815.4 and 3517 of the Government Code, and Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

The term "Contract" as used herein means the written agreement provided under section 3517.5 of the Government Code.

Taid  
Lanens  
8/29/08 3:46pm

Paul  
Taid 8/29/08 3:46p

TA'ed 8/29/08 3:46p  
Bargaining Unit 17  
N. Gerla  
K. Cowart  
D. Benson & Bul 17  
K. Bul 17  
Bul 17

Danell J. Poma  
Brad Willis  
Jay Poma  
Roby  
M. Bul 17  
M. Bul 17  
Jury Lawhead  
K. Bul 17

BU 21 1.1 pg 1 of 2

8/12/08

1:35pm

157



**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: \_\_\_\_\_**

**Article and Section No.: 1.1**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**1.1 Recognition**

A. (Unit 21) Pursuant to Public Employment Relations Board (PERB) Decision S-SA-SR-21, as amended by SA-AC-54-S, the State recognizes the Services Employees International Union (SEIU), Local 1000 (Union of California State Workers), as the exclusive representative for the Education Consultants and Library Bargaining Unit, hereinafter referred to as Unit 21. Unit 21 consists of all employees in the job classifications listed by title in the Salary Schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 21 shall be incorporated in the contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

9/25/08  
10:52am

~~9/25/08~~ C. The Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) agrees to hold the State

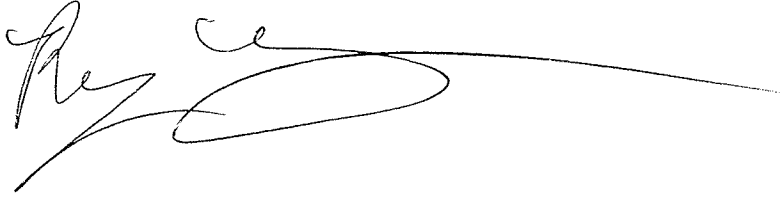
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BU 21 1.1 pg 2 of 2

harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this article.

TA 9/25/08 10:52am



TA 10:52AM  
9/25/08

Kathleen Blomo  
Jenny LeWheller  
Miguel Carlos  
  
Travis Oldman



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

CT  
9/13/09  
9:07  
TIA

**Article and Section No.: 2.1**

*The Union proposes the following changes be made to the following section:*

**2.1 Union Representatives**

A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:

1. The enforcement of this Contract;
2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
3. Informal settlement conferences or formal hearings conducted by the PERB;
4. Matters scheduled for hearing by Victim Compensation and Governmental Claims Board;
5. Matters pending before the State Personnel Board (SPB);
6. AWOLs and appeals to set aside resignations;
7. Discussions with management regarding denials of reasonable accommodation;
8. The DPA statutory appeal hearings.

B. A written list of Union stewards and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards.

Brad Willis Unit 11

Stevens #4

Janet #15

N. York R.

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Union stewards shall not be recognized by the State until such lists or changes thereto are received.

C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA step of the grievance procedure.

D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity Section C shall be observed, otherwise this leave will be union paid leave.

The union representatives shall provide reasonable advance notice based on the circumstances requiring their representation under 2.1.A.

*Handwritten notes and signatures:*  
 [Signature]  
 [Signature] 6/20  
 [Signature] unit 7 10/1  
 [Signature] unit 11  
 [Signature] #4  
 [Signature] BU 17  
 [Signature] 11-15  
 [Signature] Malden 11  
 [Signature] Lawrence 11  
 [Signature] 113

*Handwritten signature:*  
 [Signature]



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

CT  
2/13/09  
9:07 p  
MT

**Article and Section No.: 2.2**

**Package Proposal**

*The Union proposes that no changes be made to the following section:*

**2.2 Access**

A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

UNION  
Rafael Bu 20  
Bridgette Bu 11  
in 1 unit Bu 14  
Margaret Maldonado Bu 1  
Yvonne Rawhead Bu 21  
Nancy Bu 17  
Holly Bu 15  
Gus #3  
unit 14  
unit 15

## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 2, Section 2.3

### 2.3 Use of State Equipment (Excludes Unit 24)

- A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1 ~~and 2.1.17~~, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

Taid  
6/17/08  
11:32 a.m.  
Gonzalez

TA

11:32  
6-17-08

Ralph Hawkins unit 1  
Renee BU 20  
Jury Sawhead U21  
Alletta BU 14  
Connie Kallany BU 11  
Francis Pan BU 4  
Bob Shuler BU 5  
Gonzalez BU 3

B421 2.4 pg 1072



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**August 12, 2008**

8/12/08  
1:38

**Article and Section No.: 2.4**

**Proposal No.: 3**

*The Union proposes that no changes be made to the following section:*

**2.4 Distribution of Union Information**

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.

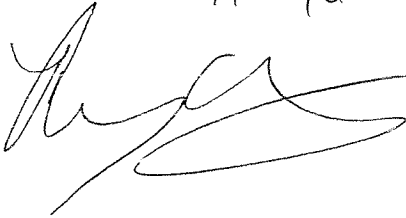
C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.

7/25/08  
11:04 am  
T.A. [Signature]  
pg 204

11:04 AM  
9/25/08  
TZ  
KBE  
AG

- D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.
- F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

9/25/08 11:04am




11:04AM

9/25/08

Kathleen Brown

J. Rauhhead

Myel Conlon



John Goldman



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2008

2:35  
6/9/08

Article and Section No.: 2.5

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

Ta 4:28  
Gardus

TALD 4/28 6/09/08

*[Signature]*  
Chair BU3

*[Signature]*  
Chair BU 15

*[Signature]*  
Chair U-21

*[Signature]*  
Chair UNIT 20

*[Signature]*

*[Signature]*  
Medic

*[Signature]*  
Connie F. Kearney

*[Signature]*  
Nancy L. Lyerla BU 17  
*[Signature]* #4



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

CT  
2/13/09  
9:07 p  
TA

Article and Section No.: 2.6

Package Proposal

*The Union proposes the following changes be made to the following section:*

**2.6 Steward Time Off**

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A), 2.1.17(B), and 2.1.21(A) of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

UNION  
Bridgette Brown  
Brad Willis BU 11  
Abe Lopez BU 14  
Margaret Maldonado BU 1  
Terry Kawhead BU 21  
N. Lyles BU 17  
Felix Charles BU 15  
Diana #3  
J. Smith #3

Justin Clayton

from DPA  
Holiday

## MANAGEMENT PROPOSAL

Bargaining Unit:

Date: 6-18-08 11<sup>07</sup>

Exclusive Representative: SEIU

Subject: Article 2

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

The State proposes no changes to the following language.

### 2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with section 2.2 above during work hours, subject to approval of the employee's supervisor.

10:07  
Tad  
Gardner

SEIU 1000 T/A 6/18/08  
Margaret Malden U1  
N. L. Laerla BU 17  
Connie Kaley BU #11  
John #4  
Mr. L. BU 14  
R. L. BU 20  
Terry Lawhead U21  
C. L. BU 3



CT 2/13/09  
9:07 P  
TA

Exclusive Representative: SEIU

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

## 2.8 Union Steward Protection

Grievances under this section shall be filed at the first formal level of the grievance process. If the allegations are against the employee's immediate supervisor and the immediate supervisor is the first formal level, then the grievance may be filed at the next level of supervision.

*Justin Chapman*

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**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

6/10/08  
12:18

**Article and Section No.: 2.9**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**2.9 Union Information Packets**

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

~~A. The packet of information provided by SEIU Local 1000 shall include a pre-addressed, stamped postcard that the employee may use to notify SEIU Local 1000 of a new appointment.~~

To  
Sanders  
10:22am  
6/17/08

TA'd 10:22  
6-17-08  
Dunkley BU3  
Shuler BU15  
Kearney BU11  
Francis BU4  
Wright BU14  
Lynch BU21  
Hawkins BU01  
Lester



CT  
2/13/09  
9:07 p  
TA

## Packaged Proposal #4

*This Union proposes the following changes be made to the following section:*

## 2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) ~~fifteen (15)~~ minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) ~~fifteen (15)~~ minutes during normal working hours for orientation to the Contract and the Union.
- C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

tion  
and

from the presentation:

Q. Anna Brown U27  
Anna Brown U27  
Band #4  
N. L. Yerla B4 / 7  
D. W. B. U75  
Margaret Moulden Burt  
Surrey Sawhead U21  
Q. Anna U3

10:29 AM  
6/17/08

## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 2, Section 2.11

### 2.11 Bargaining Unit Negotiating Committee Member Chair-Time Off (Excludes Unit 24)

The appropriate bargaining unit chair, or vice chair, or a designated negotiating committee member, not both all, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

4:36 PM  
6/20/08  
J. Sanders  
EA

TALD

Donna BU3  
John Shules BU18  
N. Lyerla BU17  
Auranne Lister BU1  
Connie Kelleary BU11  
Jerry Ratchford BU21  
Jay Perkins #4  
Linda Jones BU20  
M. H. BU14  
N. Lyerla BU17



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2009**

2:35  
6/9/08

**Article and Section No.: 3.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**3.1 Union Security**

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Contract by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall

ALL 4:30 6/9/08

*[Signature]*

BU3

Whites

BU 15

Laurelhead

BU 21

*[Signature]*

*[Signature]*

Chairman UNIT 20

*[Signature]*

*[Signature]*

*[Signature]* #4

BU 11

Taid  
4:30  
Santos

be subject to paying a Fair Share fee, if such a fee is applicable.

2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising there from.
3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code section 3515.8.
4. No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office (SCO) within thirty (30) calendar days prior to the expiration of this Contract.

TA'd 4:30 6/9/08

CLF U3

Charles Bu 15

Hayward Bu 21

Rising for chair unit 20

~~Charles~~ (Morgan) Bu 11

Connie Kearney Bu 11

NL Ferla Bu 17

Long Bu #4

## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 3, Section 3.2

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 3.2.17.17 for Unit 17 and 3.2.21 for Unit 21.

### 3.2 Release of Home Addresses: Non Law Enforcement Employees (~~Excludes Unit 17 and Unit 21~~)

#### A. Home Addresses – Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

#### B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

#### C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

#### D. Release and Use of Addresses

The State Controller's Office (SCO) shall send the Union a list of all bargaining unit employees who, pursuant to subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

#### E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach bargaining unit employees.

aid 11:33  
7/1/08  
7/1/08

TR'd 11:33  
6/17-08  
Francis Pan BU 4  
Charles BU 15  
Dorisea BU 3

Dale Hawkins unit 1  
Rita BU 20  
Jerry Hawkhead U 21  
11.10.07 BU 1 BU 1

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

TALD  
11.33  
61708

Xavier Hawthorn unit 1  
Rochelle Buzo  
Jerry Lawhead U21  
Connie Halsey BU 11  
Francine Pans BU 4  
Goby Sherb BU 15  
Dorena BU 3  
Nancy Lyerla BU 17





UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

CT 2/19/09  
9:07 P  
TA

Article and Section No: 4.1

Package Proposal

*The Union proposes the following changes be made to the following section:*

4.1 State's Rights

A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.

A. B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

*John Chyn*

*UNION*  
*Proposed by*  
*Bill Willis Bu 11*  
*Art Brown Bu 14*  
*James Maida Bu 15*  
*Jerry Rawhead Bu 17*  
*Shirley Bu 15*  
*Donna #3*  
*Paul #4*  
*Unit 7 14*  
*Unit 15*

CT 4.1 2/19/04

B. C. This article is not intended to, nor may it be construed to, <sup>9:07p</sup>  
contravene the spirit or intent of the merit principle in State <sup>TA</sup>  
employment, nor limit the rights of State civil service employees  
provided by Article VII of the State Constitution or bylaws and rules  
enacted thereto. Any matters which concern the application of the  
merit principle to State employees are exclusively within the purview  
of those processes provided by Article VII of the State Constitution or  
bylaws and rules enacted thereto.

UNION

~~Rod~~  
Randy Burr  
Bridgette BU 11 BU 14  
A.R. Swager  
Margaret McDonald BU 81  
Jerry Lawhead BU 21  
N. L. Yerla BU 17  
D. L. #4  
B. L. #4 BU 15  
D. L. #3 BU 14  
A.R. #3 BU 15  
Janet 13 BU 15

John Chapman



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

CT  
2/13/09  
9:07 P  
IA

Article and Section No: 5.1

Package Proposal

*The Union proposes that no changes be made to the following section:*

**5.1 No Strike**

- A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

UNION  
Bridgette Brown  
Bridgette Brown BU 11  
Albert Brown BU 14  
Margaret Melton BU 1  
Jerry Lawhead BU 2  
N. Lynda BU 17  
Bobby #4  
Charles BU 15  
Donna #3  
Janet #475  
Unit 14  
John Chapman



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

CT  
2/13/09  
9.07P  
TA

Article and Section No: 5.2

Package Proposal

*The Union proposes that no changes be made to the following section:*

**5.2 No Lockout**

No lockout of employees shall be instituted by the State during the term of this Contract.

UNION  
Randy [unclear]  
Brad [unclear] BU 11  
AK [unclear] BU 12 BU 14  
Margaret Mulder BU 1  
Lynn Landrad BU 1  
Nigeria BU 17  
[unclear] #4  
[unclear] #2 unit 14  
[unclear] BU 15  
[unclear] #2 unit 14  
[unclear] BU 15

*[Signature]*



**UNION PROPOSAL**  
Bargaining Units: All  
June 9, 2008

2:35  
6/9/08

Article and Section No: 5.3

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**5.3 Individual Agreements Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

Tad 4:33  
Jandus

TAId 4:33 6/9/08  
Quincea BU3  
Shules BU 5  
Terry Rawhead BU 21  
Risingone Chair UNIT 20  
Wesley 14  
Margaret Miller 14  
Conrad Koberny BU 11  
N Lyerla BU 17  
Jay Parker #4



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2008

2:35  
6/9/08

Article and Section No: 5.4

Proposal No.: 1

*The Union proposes no changes be made to the following section:*

**5.4 Savings Clause**

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

TAG 4:34 6-9-08  
Donna BU3  
Charles BU15  
Laurie BU21  
Rickie (pre-CHAIR) WIT20  
Wesley 14  
Margaret Meade 14  
Connie Kobayashi BU11  
N. L. Yela BU17  
Joy Dubois #4

To'd 4:34  
J. Gander



**UNION PROPOSAL**  
Bargaining Units: All  
Date \_\_\_\_\_

Article and Section No: 5.5


Proposal No.: 3

*The Union proposes no changes to the following section:*

**5.5 Reprisals**

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

TA  
J Sanders  
9/16/08  
4:07 PM

TA'd 9/16/08 4:07  
  
Demetrius #4  
W. Brown  
Brown #4  
Myra Conley #21  
Brook Willis Bu 11  
K. Corwin Bu 17  
K. Corwin Bu 20  
J. Phillips  
J. Phillips  
unit 1

B21

5.6

pg 107 '10

6/25/08

3:32pm



**UNION PROPOSAL**  
**Bargaining Units: Units 21**  
**June 24, 2008**

**Article and Section No: 5.6**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**5.6 Supersession**

The following enumerated Government Code sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions.

**A. Government Code Sections**

**1. General**

- |       |  |
|-------|--|
| 19824 | Establishes monthly pay periods.   |
| 19838 | Provides for methods of collecting overpayments and correcting payroll errors to employees.                                |
| 19839 | Provides lump sum payment for unused vacation accrued or compensating time off upon separation.                            |
| 19888 | Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA). |

TA  
7/23/08 1:17pm  
[Signature]  
pg 28

KOL  
TL



## 2. Step Increases

- |       |   |
|-------|---|
| 19829 | Requires DPA to establish minimum and maximum salaries with intermediate steps.   |
| 19832 | Establishes annual MSAs for employees who meet standards of efficiency.   |
| 19834 | Requires MSA payments to qualifying employees when funds are available.   |
| 19835 | Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds. |
| 19836 | Provides for hiring at above the minimum salary limit in specified instances.   |
| 19837 | Authorizes rates above the maximum of the salary range when a person's position is downgraded.<br>(Red Circle Rates)                        |

## 3. Holidays

- |       |                       |
|-------|-----------------------|
| 19853 | Establishes Holidays  |
| 19854 | Adds Personal Holiday |

## 4. Vacation

- |         |  |
|---------|--|
| 19856   | Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another. |
| 19856.1 | Allows DPA to establish rules for vacation accrual for absences of ten days or less.   |
| 19858.1 | Establishes vacation earning rate.   |
| 19863   | Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.   |

TA 7/23/05  
1:17 PM  
[Signature]

KOL  
TL

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

## 5. Sick Leave

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

19861 Allows DPA to establish rules for sick leave accrual for absences of ten days or less.

19862 Allows for accumulation of sick leave.

19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.

19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

19864 Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19866 Allows rules to allow sick leave accumulation for non-civil service employees.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

## 6. Uniforms, Work Clothes, and Safety Equipment

19850 Definitions

JA 7/23/08  
1:17pm  
Rex

KRC  
TL

- 19850.3 DPA to determine need for uniform replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

## 7. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.

## 8. Non-Industrial Disability Insurance (NDI)

TA 7/23/08  
1:17pm  
Ry

K8  
TR

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other case payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.

#### **9. Life Insurance**

- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

#### **10. Health Insurance**

TA 7/23/08  
1/17/09  
[Signature]

[Signature]

- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.

### 11. Workweek

- 19843 Establishes Work Week Groups.
- 19851 Sets 40-hour workweek and eight-hour day.

### 12. Overtime

- 19844 Directs DPA to establish rules regarding cash compensation time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

### 13. Deferred Compensation

- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

### 14. Relocation Expenses

TA 7/23/08  
1:17pm  
Thy [Signature]

for  
TV

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

### 15. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.

### 16. Leaves of Absence

19991 Allows release time for civil service examinations

19991.1 Allows leave without pay, not to exceed one year, assures right of return.

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

TA 7/23/08  
[Signature]

### 17. Performance Reports

[Signature]

- 19992 Allows the establishment of performance standards.
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.

### 18. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

### 19. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee

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efficiency is combined with seniority to determine order of layoff.

- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
- 19998.1 State restriction on appointments.

## 20. Incompatible Activities

- 19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

TA 7/23/03 1:17pm  
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## 21. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.

19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

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7/23/08  
Kathleen Korman  
Jerry Lawhead  
for Goldman  
Myra Corbin  
Ray S. [unclear]  
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AG 128



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09/23/08

## MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 5, Section 5.8

The State proposes no changes to the language below apply to all SEIU, Local 1000 bargaining units.

### ARTICLE 5 – NON-DISCRIMINATION

#### 5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

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N. Lyeola BU 17  
Brid Willis BU 11  
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R. [unclear] BU 11  
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11/12/08 4:17 p

Date: 9/1

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**UNION PROPOSAL**  
Bargaining Units: All  
Date: \_\_\_\_\_

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**Article and Section No: 5.10**

*The Union proposes the following changes be made to the following section:*

**5.10 Labor/Management Committees**

~~Upon mutual agreement of the department head or designee and the Union, a labor/management committee may be established to address specific or ongoing issues.~~

A. The State and SEIU encourage the use of Labor Management Committees to address issues of mutual concern in a problem solving context. Upon request of either party, a Labor/Management Committee (JLMC) shall be established to address specific or ongoing issues such as:

1. Workload
2. Productivity
3. Making the worksite more efficient and effective
4. Improving the quality of service

B. ~~Such committees may be~~ An established JLMC shall adhere according to the following guidelines:

1. The committees JLMC will consist of equal reasonable numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.

2. Committee JLMC recommendations, if any, will be advisory in nature.

*John Chagnon*

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3. Labor/management committee JLMC meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.
5. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

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Lawhead BU 2  
D... BU 3

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8/24/08

Exclusive Representative: SEIU

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

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Bargaining Unit 17  
N Lyerla  
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Karen Lutz  
D. Sordland Bu 17  
Bu 17

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Damsca  
Danell J. Pena  
Brad Willis  
Ray Bahni  
Sally Shields  
Marshall  
Judy Lawhead  
Linda Brown









**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

1553  
TA 1522 06/13/0

**Article and Section No: 5.12.21**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**5.12.21 Upward Mobility Joint Labor/Management Committee**

- A. The State and the Union agree to continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.
- B. The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union who will represent all SEIU Local 1000 bargaining units. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.
- C. At the request of the Union, the committee will meet quarterly. Members of the committee will be granted state release time for all committee meetings.
- D. The committee will develop a handbook identifying outside funding - sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal state sources for career training opportunities.
- E. Each department shall establish and maintain an upward mobility program consistent with SPB Regulations. At the request of the

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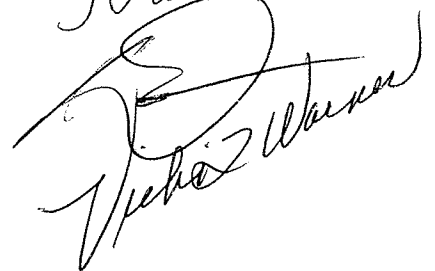
Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

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Kathleen Brown  
K.A. Winkler  
J. Lawhead  
Victoria Warner



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

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Article and Section No: 5.X

*The Union proposes the following new section:*

5. X Joint Labor/Management Committee – Model Policy

- A. It is in the best interest of the State and the Union to jointly develop a consistent alternate work schedule policy for 4/10/40 work schedules. Therefore, the Union and the Department of Personnel Administration (DPA) agree to establish a joint Labor/ Management Committee (Committee) to develop a 4/10/40 work week policy.
- B. The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the DPA. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the DPA. The Committee shall meet monthly after the ratification of this contract. The Co-Chairs shall agree on an agenda prior to the date of the meeting.
- C. The model policy recommendation shall be completed and in writing before the expiration of the contract. DPA shall encourage departments to use the mutually agreed upon policy and make it available to all departments.

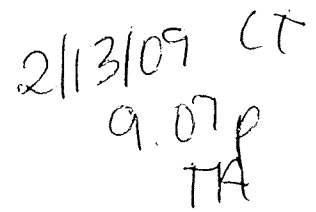
*Julie Morgan*

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- D. The State agrees that the Union representatives shall participate on the Committee without loss of compensation.  
The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

*[Handwritten notes and signatures]*  
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Brody... with 11  
J... #4  
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J... 11-15  
Margaret Maldonado BU 1  
J... BU 21  
D... BU 3

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agenda and shall commence meeting as soon as possible after ratification of this Contract, and shall meet at least monthly thereafter.

It is not the intent of this section to limit the ability of the State and the Union to otherwise address particular issues concerning areas generally falling within this section.

This Section is subject to and does not supersede the provisions of Articles 14.1 Classification Changes and 24.1 Entire Agreement.

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 Rana from BW  
 Brood 11  
 N. Lyerla BU 17  
 J <sup>4</sup> <sup>15</sup>  
 Lang <sup>#4</sup>  
<sup>14</sup>  
 J Lawhead BU 21  
 Danna BU 3

*John Chapman*



**UNION PROPOSAL**  
Bargaining Units: All  
Date: \_\_\_\_\_

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Article and Section No: 6.1

Packaged Proposal #5

*The Union proposes that no changes be made to the following section:*

**6.1 Purpose**

- A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.
- B. The purposes of this procedure are:
1. To resolve grievances informally at the lowest possible level.
  2. To provide an orderly procedure for reviewing and resolving grievances promptly.

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UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

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Article and Section No: 6.2

Packaged Proposal #4

*The Union proposes the following changes be made to the following section:*

6.2 Definitions

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- D. As used in this procedure, the term "party" means the Union, an employee, or the State.
- E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.

*John Chapman*

F. A grievance conference is a meeting that can be held at any step of the grievance process in attempt to settle the grievance.

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**UNION PROPOSAL**  
**Bargaining Units: All**  
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**Article and Section No: 6.3**

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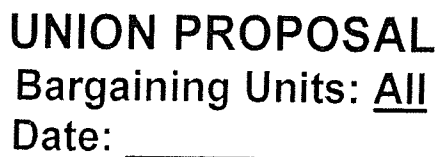
*The Union proposes that no changes be made to the following section:*

**6.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

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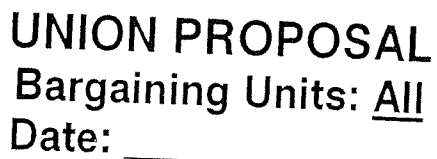
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*The Union proposes that no changes be made to the following section:*

## 6.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

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Nlyela BU17  
Sabot B<sup>475</sup>  
Margaret BU21  
Laughhead BU21  
Danka U3  
John Chapman



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**Article and Section No: 6.5**

*The Union proposes the following changes to the following section:*

## 6.5 Presentation

At any step of the grievance procedure, the State representative, grievant(s), Union Representative or the Union Steward may request a grievance conference. The grievant(s) and steward(s) shall attend without loss of compensation. ~~may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.~~

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**UNION PROPOSAL**  
**Bargaining Units: All**  
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**Article and Section No: 6.6**

**Packaged Proposal #5**

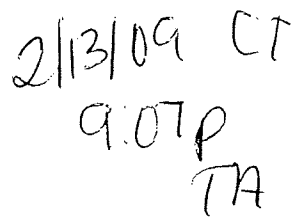
*The Union proposes no changes to the following section:*

**6.6 Informal Discussion**

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days the immediate supervisor shall give his/her decision or response.

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Unit 23

*Julie Chapman*



grievance. A copy of the written response shall be sent concurrently

to SEIU Local 1000 headquarters by the department head or designee.

D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

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UNION PROPOSAL  
Bargaining Units: All  
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Article and Section No: 6.8

Packaged Proposal #4

*The Union proposes the following changes to the following section:*

6.8 Formal Grievance – Step 2

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) ~~twenty-one (21)~~ <sup>or</sup> calendar days after receipt to the department head or designee.

B. Within thirty (30) ~~twenty-one (21)~~ calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 Headquarters.

*Handwritten notes and signatures:*  
R. Wang  
Bridgette  
N. Lye  
Margaret Maldonado  
Lawhead  
D. Mena  
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**UNION PROPOSAL**  
**Bargaining Units: All**  
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**Article and Section No: 6.9**


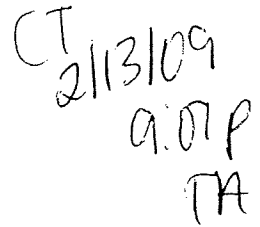
**Packaged Proposal #5**

*The Union proposes no changes be made to the following section:*

**6.9 Formal Grievance – Step 3**

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the DPA or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the DPA or designee shall respond in writing to the grievance.

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Bridgette #4  
Nyerla BU17  
J. L. 475  
Margaret Maldonado BU21  
Lawhead BU21  
Dumka UB  
John Chapman

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*The Union proposes the following changes be made to the following section:*

A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.

B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within forty-five (45) ~~thirty (30)~~ calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

John Clayman

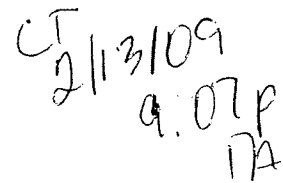
to meet and alternately strike names until only one name remains and  
this person shall be the arbitrator

- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.
- D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in section 6.2(A) of this article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

*[Handwritten signatures and notes:]*

*Tom Wagner BU 10*  
*Jan 7/14*  
*Brook Willis UNIT 11*  
*Jan 7/14*  
*N. Lyerla BU 17*  
*Jan 7/14*  
*Margaret Maldonado BU 21*  
*Jan 7/14*  
*Lawhead BU 21*  
*Monica 43*

*[Signature]*



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Lawhead BU21  
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*[Signature:]* John Chapman



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

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**Article and Section No: 6.13**

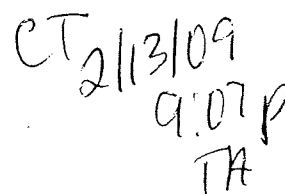
**Packaged Proposal #5**

*The Union proposes that no changes be made to the following section:*

**6.13 AWOL Hearing Back Pay**

In any hearing of an automatic resignation (AWOL) pursuant to Government Code section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the DPA, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code 19996.2.

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- [Signature] U3  
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C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
3. Only the grievant, his/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.
5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.

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D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

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State  
**UNION PROPOSAL**  
Bargaining Units: All  
Date: \_\_\_\_\_

TRAC  
2/13/09  
9:07p

**Article and Section No: 7.1**

*The Union proposes the following changes be made to the following section:*

*[Signature]*

**7.1 Holidays**

A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the Department of Education (DOE), shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Effective March 1, 2009, ~~H~~olidays shall include January 1, the third Monday in January, ~~February 12~~, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, ~~the second Monday in October~~, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:

1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this article. An employee shall receive compensation for only the observed or actual holiday, not both.

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C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to three (3) ~~one~~

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.

E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.

F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.

5. When a full-time employee in WWG 2 is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.

H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.

John Chapman

- I. WWG E or SE Employees: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.
- J. Part-time employees in WWG 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.
- K. Employees in WWG 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of section 19.2, in addition to the premium rate described in paragraph G or J above.
- L. Employees shall receive compensation for holidays in accordance with the following:

following:  
 SENT/A  
 Margie Malden  
 #4 unit  
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 Anna from Bu 11  
 Bridgette Bu 11  
 8021  
 11/7  
 Anna Bu 3  
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John Choyne

Chart for Computing Vacation, Sick Leave and Holiday Credits for all Fractional Time Base Employees  
Supersedes Accrual Rates in Management Memorandum 84-20-1

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP										HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT	HOURS OF MONTHLY EDUCATIONAL LEAVE	Hours of Monthly Educational Leave BU 21 Only
	7	10	11	12	13	14	16	17	18	SL/HOL 8			
9/10	6.3	9	9.9	10.8	11.7	12.6	14.4	15.3	16.2	7.2	8	7.2	10
7/10	4.9	7	7.7	8.4	9.1	9.8	11.2	11.9	12.6	5.6	7.2	5.6	9.0
3/10	2.1	3	3.3	3.6	3.9	4.2	4.8	5.1	5.4	2.4	5.6	2.4	7.0
1/10	0.7	1	1.1	1.2	1.3	1.4	1.6	1.7	1.8	0.8	2.4	0.8	N/A
7/8	6.13	8.75	9.63	10.5	11.38	12.25	14	14.88	15.75	7	0.8	7	N/A
3/4	5.25	7.5	8.25	9	9.75	10.5	12	12.75	13.5	6	7	6	8.75
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10	10.63	11.25	5	6	5	7.50
1/2	3.5	5	5.5	6	6.5	7	8	8.5	9	4	5	4	6.25
3/8	2.63	3.75	4.13	4.5	4.88	5.25	6	6.38	6.75	3	4	3	5.0
1/4	1.75	2.5	2.75	3	3.25	3.5	4	4.25	4.5	2	3	2	N/A
1/8	0.88	1.25	1.38	1.5	1.63	1.75	2	2.13	2.25	1	2	1	N/A
4/5	5.6	8	8.8	9.6	10.4	11.2	12.8	13.6	14.4	6.4	1	6.4	N/A
3/5	4.2	6	6.6	7.2	7.8	8.4	9.6	10.2	10.8	4.8	6.4	4.8	8.0
2/5	2.8	4	4.4	4.8	5.2	5.6	6.4	6.8	7.2	3.2	4.8	3.2	6.0
1/5	1.4	2	2.2	2.4	2.6	2.8	3.2	3.4	3.6	1.6	3.2	1.6	N/A
													N/A

BEREAVEMENT

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

M. Holiday Credit may be requested and taken in fifteen (15) minute increments.

N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.

O. Upon termination from State employment, an employee shall be paid for unused holiday credit.

P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's

scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

Q. ~~The parties will jointly develop a holiday compensation training program for departments.~~

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Adrian #4  
Renee #4  
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L. #17  
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Julie Chagnon

Roller per 2/13/09 State package

## ARTICLE 8 – LEAVES

### 8.1 Vacation/Annual Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month

- B. Employees may elect to enroll in the Annual Leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

- C. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

- D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.
- E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual Leave credits as set forth above under subsection A above or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- F. Part-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7 L of this Contract.

- G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- H. Annual Leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.
- I. Workweek Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.
- J. Work Week Group 2 employees are authorized to use existing fractional Vacation/Annual Leave hours that may have been accumulated.
- K. Subject to operational needs, the time when Vacation/Annual Leave shall be taken by the employee shall not be unreasonably denied. Employee Vacation/Annual Leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/Annual Leave can only be cancelled when unanticipated operational needs require it.
- L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/Annual Leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.
- M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued Vacation/Annual Leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued Vacation/Annual Leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.
- N. By June 1 of each calendar year those employees whose Vacation/Annual Leave balance exceeds, or could exceed by December 31, the Vacation/Annual Leave cap of subsection M must submit to their supervisor for approval a plan to use Vacation/Annual Leave to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient Vacation/Annual Leave to reduce the employee's Vacation/Annual Leave balance or potential balance on December 31 below the cap specified in subsection M.



- O. Upon termination from State employment, the employee shall be paid for accrued Vacation/Annual Leave credits for all accrued Vacation/Annual Leave time.
- P. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.



*State*  
~~UNION~~ PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

Article and Section No: 8.2

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*The Union proposes the following changes be made to the following section:*

8.2 Sick Leave

A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy;
2. Exposure to a contagious disease which is determined by a physician to require absence from work;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

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pg 1 of 2



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

3:53 PM

**Article and Section No: 8.3.21****Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**8.3.21 Bereavement Leave**

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The

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5421 0- pg 2.7c  
employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

- C. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2 and 8.2.21. Any such request shall not be arbitrarily or unreasonably denied.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in article 7.).

TA  
11/6/04 11:20 am  
M

7A  
6/16/06  
11:20 AM  
Kathleen Jones  
K.A. Hankins  
J. Lawhead

HOLIDAY LEAVE  
10 Jun 08  
1056



# UNION PROPOSAL

Bargaining Units: All  
June 10, 2008

Article and Section No: 8.4

Proposal No.: 1

*The Union proposes no changes be made to the following section:*

## 8.4 Parental Leave

A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery there from or care for the newborn child for a period not to exceed one year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

11/0/08  
2:56  
J. Anderson

Amber 44  
Carmel Halley BU11  
N. Vera BU 17

TA'd 10:56  
G. Shuler BU 15  
M. W. BU 14  
M. M. BU 14  
J. Lawhead BU 21  
R. Stone BU 22



C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

Key Palmer # 4

JS. 6/10/08

TALD 12:56  
Dymeka BU 3  
Judy Lawhead BU 21  
Richard BU 20  
Sally Shules BU 15  
M. W. BU 14  
Cynthia H. BU 11  
Lizella BU 17  
Margaret Medada BU 11



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

HOLIDAY INN  
10 Jun 08  
1056

**Article and Section No: 8.5**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**8.5 Adoption Leave**

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee may be required to provide substantiation to support the employee's request for adoption leave.

A. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

to id  
Funders  
6/10/08  
12:57 a.m.

Larry Perkins #4  
Connie Kaley BU 11  
Nancy L Ziegler BU 17  
Margaret Nelson BU  
M. J. BU 14  
Ronda BU 20  
Judy Lawhead BU 21  
Dorcas BU 3  
Betty Charles BU 15



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.6**

TA  
2/13/9  
9:07 PM

*The Union proposes the following changes be made to the following section:*

**8.6 Union Leave**

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:

1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
  2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.
  3. The Union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the DPA.
- A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

*Julie Chopra*

*Handwritten notes and signatures on the left margin:*  
- *Brook Williams*  
- *UNIT 11*  
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- *UNIT 100*

7. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.

9. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and IDL.

## Special Union Business Events

9.  
Dina  
Bordwell  
UNIT 170.  
Jacket 3  
N Lyrle  
BU 17  
CIP  
WIB.  
Lawhead  
BU 21  
more media

Sp  
Th  
ele

accordance with A2 through A10 above to attend the following governance meetings:

1. SEIU Local 1000 Council (Quarterly)
2. Statewide Bargaining Advisory Committee (Quarterly)
3. General Council Meeting (once every three years)

The Union shall provide a calendar of the above events to the State each year by January 15 to facilitate the ability of the State to release these representatives on the scheduled dates. Requests by the Union for representatives to attend these events may not be unreasonably denied.

*Handwritten notes:*  
Kiana Jones  
Brenda Williams UNIT 11  
Unit 3  
N Lyela BU 17 unit 7 kt  
A...  
J Lawhead BU 21  
Margaret M...  
A... BU 3

*Handwritten signature:* John Chapman

6:08 PM  
6/09/08

## MANAGEMENT PROPOSAL

Bargaining Unit:

Date: \_\_\_\_\_

Exclusive Representative:

Subject: Article 8

The State proposes to roll over the following Section:

### 8.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  - 1. Union activity;
  - 2. For temporary incapacity due to illness or injury;
  - 3. To be loaned to another governmental agency for performance of a specific assignment;
  - 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  - 5. Education;
  - 6. Research project
  - 7. Personal or family matters; or
  - 8. Run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee:
  - 1. At the expiration of the leave; or
  - 2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

Ta  
Sander  
10:53  
6/10/08

Lawhead  
BU 15  
BU 3  
BU 4  
BU 14  
BU 17



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

June 10, 2008  
12:36 pm

**Article and Section No: 8.8**

**Proposal No.: 1** *Union*

*The Union proposes the following changes be made to the following section:*

**8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.

B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic

*Wilson*

*BU 3*

*Wilson*

*BU 1*

*Nlyerla*

*BU 1*

*Catalan*

*Catalan*

*Shales*

*BU 15*

*W. M. T.*

*W. M. T.*

*id  
6/10/08  
Wilson  
G. Sanders*

partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.

C. For the purposes of transferring leave credits the following definitions shall apply:

1. Sick leave credits cannot be transferred;
2. The receiving employee has exhausted all leave credits;
3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave; Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;
4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed

Ald 6-20-08  
4:50pm

DANIEL BUI

WILSON BUI

LYERLA BUI

ARALY DANIEL

WILSON BUI

SHULS BUI

BUI

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BUI

BUI

DANIEL

6/20/08



based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

8. This section is not subject to the grievance, arbitration and AWOL procedures article of the Contract.

TALD 6/20/08  
4:50 pm

~~Donna~~ BAL3  
Margaret Wilson BAL

Lyerla BU 17  
Carolyn Daniels BAL

Conrad Bailey BU 11

John Hughes BU 15

Mr. [unclear] BU 14

Robert [unclear] BU 20

Don [unclear] BU 21

J Sanders  
4/20/08



E. Personal holiday must be transferred in one day increments.  
(Personal holiday donations shall be made pursuant to the donating employee's time base);

F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;

H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

TA  
SERVICES  
3:23  
9/23/08  
Margaret Medema  
Bridget Haller  
L. C. Davis  
For Bill  
an assistant  
BUT  
DONOR  
DANIEL  
HALLER

ta  
JS  
3:23 PM  
9/23/08

# Management Proposal

Bargaining Unit All

Date: \_\_\_\_\_

Exclusive Representative: SEIU

The state proposes these changes the following section:

CT  
2/13/09  
9.07 p  
TA

## 8.10 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change or shift modification request from an employee when an exam is outside of the employee's normal work schedule. who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.
- B. Authorized release time for reasonable travel time to and from the examination site may shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.
- C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.
- D. Costs associated with travel will not be paid by the State.

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06/20/08

## MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 8, Section 8.11

### 8.11 Release Time for State Personnel Board Hearings (~~Excludes Unit 47~~)

- A. Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either:
1. A party to the hearing proceedings, e.g., an appellant; or
  2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.
- B. The State shall attempt to accommodate a shift change request from an employee involved in 1 or 2 above on the day of a State Personnel Board hearing.

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N. Lyerla BU17  
Rouanne Lishman BU1  
Connie Falcany BU11  
Jerry Rowhead BU21  
Lan [unclear] #4  
Rouanne Lishman BU20  
M. [unclear] BU14



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.12**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**8.12 Leave Credits Upon Transfer in State Service**

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, personal days, and sick leave credits.

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*[Signature]*  
N. Loya BU 17  
R. Jones BU 20  
Brook Willis BU 11  
Al [unclear] BU 14  
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C. [unclear] BU 1  
D. [unclear] BU 6



BU 21

8.13 pg 1 of 1

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7/23/08

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.13**

**Proposal No.: 1**

~~The Union proposes that no changes be made to the following section:~~ *AK*

**8.13 Court Appearance and/or Subpoenas**

A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.

B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, personal, annual, vacation or unpaid leave.

C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

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*8/12/08*  
*Kathleen Connor*  
*Joia Goldman*  
*Terry Lawhead*

Management Proposal

1326

Bargaining Unit: SEIU Common Table

DATE: 9/23/08

Exclusive Representative: SEIU

Subject: Article 8, Section 8.14

8.14 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.
- B. Upon receiving notice or summons of jury duty, an employee shall immediately notify his/her supervisor and provide a copy of the notice or jury summons.
- C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.
- D. For the purposes of the Section, "jury fees" means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.

- E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, provision B and C above apply.
- F. An employee summoned to jury duty who does not service for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

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pg 1 of 4



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 13, 2008**

16:09 PM

**Article and Section No: 8.15.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**8.15.21 Personal Leave – Voluntary (Unit 21)**

A. Each department may decide whether it intends to offer the Voluntary Personal Leave Program (VPLP). Participating department will notify employees of any program conditions that they may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for participation. Employee participation in the program shall be on a voluntary basis.

B. Except for "K" below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one day (8 hours) or two (2) days (16 hours) personal leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within the department. A department may only approve either one day (8 hours) or two (2) days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.

C. Participating employees shall be credited with eight (8) or sixteen (16) hours of personal leave on first day of the following monthly pay period the employee is in the VPLP.

D. Once approved, employees must remain in the program for twelve (12) months unless a department established a lesser time period.

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Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of a financial hardship, an employee's request to cancel participation may be approved by a department on a case by case basis. The State reserves the right to cancel the program on a departmental, subdivisional or individual basis at any time with thirty (30) days notice to the employee.

E. Personal leave (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) shall be requested and used by the employee in the same manner as vacation or annual leave. Request to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use personal leave credits.

F. At the discretion of the State, if funds become available, as determined by the Department of Finance (DOF), all or a portion of unused personal leave credit (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the applicant of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as

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pg 3 of 4

"compensation" for purposes of retirement. Upon retirement/separation, the cash value of the employee's personal leave balance maybe transferred into a State of California, DPA, Deferred Compensation Program as permitted by federal and state law.

G. Participating employees shall be entitled to the same level of State employer contribution for health, vision, dental, flex-elect cash option and enhanced survivor's benefits he or she would have received had they not participated in the VPLP.

H. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation or merit salary adjustment.

I. The VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.

K. Employees on EIDL, SDI, IDL or worker's compensation for the entire monthly pay period shall be excluded from the VPLP.

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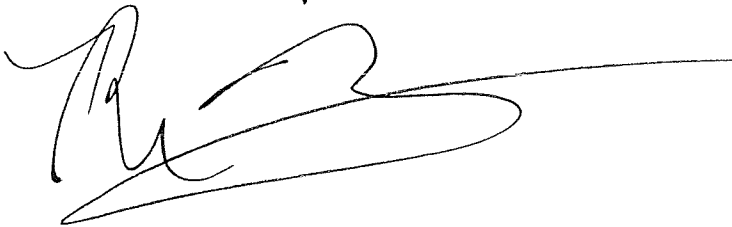
L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.

M. If any dispute arises about this VPLP, an employee or Union may file a grievance and the decision reached at the third step shall be final and not subject to the grievance arbitration clause of the Agreement.

TA

6/16/08

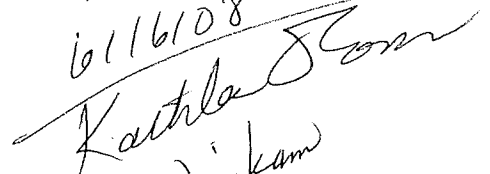
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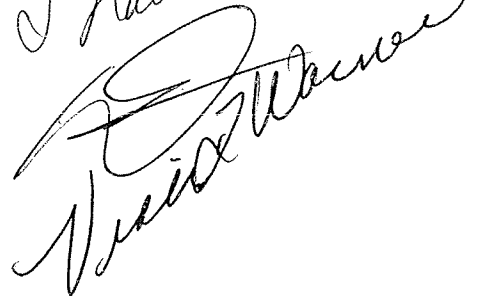
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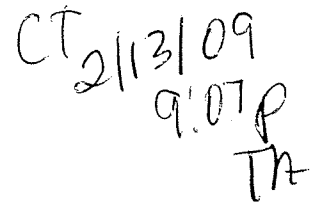
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K.A. Winkam

J. Lawhead





## Packaged Proposal #4

## 8.16 Family Medical Leave Act (FMLA)

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Wanda  
A. W.  
Buckley  
W. H. B.  
N. L. Yerla  
BU  
Janet B.  
M. M.  
G. W. Head  
BU  
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B. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;

*Julia Chazotte*

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.

a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.

b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the

*[Handwritten notes and signatures on the left margin:]*  
 Thomas Jones  
 11/17/14  
 W. Lyons BU17  
 Margot Maldonado BU18  
 Bruce W. Jones  
 11/17/14  
 3 1275  
 9 Rawhead BU21  
 @Dunne U3

*[Handwritten signature on the right margin:]*  
 John W. Chapman

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employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.

F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.

G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the DPA rules 599.608 and 599.609.

H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and

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administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the DFEH. FMLA/CFRA does not supersede any article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

- Red  
Kangaroo  
Unit 7 14  
Unit 11  
Unit 4  
Unit 17  
Unit 15  
Unit 21  
Unit 3  
Unit 43





**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date \_\_\_\_\_**

8/26/08  
2:48pm

**Article and Section No: 8.17**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**8.17 Mentoring Leave**

A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.

B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave," he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave." "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor

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pg 2 of 3

with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

E. In order to be eligible for "mentoring leave," an employee must:


1. Have a permanent appointment;
2. Have successfully completed their initial probationary period; and
3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership California Mentor Program Directory, under the guidance of the Governor's Office, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

~~F. An employee is not eligible to receive "mentoring leave" if:~~

- ~~1. He or she is assigned to a "post" position in the CDGR; or~~
- ~~2. He or she works in a level of care position in the DDS, DMH, DOE or Veterans' Affairs (CDVA).~~

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E G. Permanent part-time and Permanent Intermittent (PI) employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.

G H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in article 6 of this Contract.

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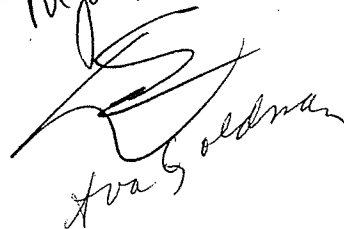


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Kathleen Jones  
J Law head  
Mynd Carbr



Goldman



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

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**Article and Section No: 8.18**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**8.18 Work and Family Participation**

**A. Family Activity**

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or nonschool family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating. However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating. Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child). Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

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Janders  
12:58 6/10/08

Connie Kalany BU 11  
Nancy L. Zuerla BU 17  
Margaret BU 14

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Donna Buz BU 10  
Lynn Lawhead BU 10  
Ruth BU 10  
Kelly Charles BU 14  
M. M. BU 14

## B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave. Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household. If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with section 8.16 of this Contract, Family and Medical Leave Act. The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

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 JG  
 Jan 4  
 Carrie Kaley BU 4/1  
 Nancy Z Lyerla BU 17  
 Margie Med. 44

Donna BU 3  
 Terry Lawhead BU 21  
 Rickie BU 20  
 Kelly Charles BU 15  
 Mr. Ju BU 14



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2009**

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6/9/08

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Article and Section No: 8.19

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**8.19 Paid Time Off – Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

*J. Sanders*  
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*TA'd 4:35 6-9-08*  
*Dunka BU 3*  
*Charles BU 15*  
*John Head BU 21*  
*Ruthie CHAIR UNIT 20*  
*Wesley 7:14*  
*Mary Beth BU 14*  
*Connie Kaley BU 11*  
*N. Lerla BU 17*  
*Jim John #4*



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.20**

**Proposal No.: 2**

*The Union proposes the following changes be made:*

**8.20 Blood Donation Programs**

Bargaining unit employees who donate blood, plasma, platelets and other blood products to certified donation centers may be allowed reasonable release time without loss of compensation when donations are made either at or in close proximity to the work site. Donation verification shall be provided upon request.

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SEIU 1000 1:49 9/23/08  
Margaret Medall  
Jenny Rawhead  
Goby Shuler  
K. Cowart  
Brenda Wilcox  
Amy Beck  
C. S. Smith  
Burt  
D. S. Smith  
D. S. Smith  
D. S. Smith

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Sanders  
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9/23/08

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pg 1 of 1



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

**Article and Section No: 8.21.21**

**Proposal No.: 1**

*The Union proposes that no changes to be made to the following section:*

**8.21.21 10-12 Leave**

- A. A department head may, upon the request of an employee, grant a leave of absence not to exceed two (2) consecutive pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees.
- B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority, and for computation of months of total State service to determine a change in the monthly credit for vacation leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.
- C. All Unit 21 employees may request to utilize the 10-12 plan.
- D. Any denial of the 10-12 plan shall be accompanied by a reason in writing.
- E. An employee returning from 10-12 leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code section 18522.

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K.A. Winkler

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Kathleen Brown  
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Kathy Louhead  
U21  
Chair





Bu 21

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**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.28.21**

**Proposal No.: 6**

*The Union proposes the following changes be made to the following section:*

**8.28.21 Educational Leave (Unit 21)**

- A. The department head or designee may approve educational leave with pay to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction in subjects related to the employee's work assignments and/or achievement of departmental goals. It may also be used for the purpose of completing an employee's individual Bachelor's, Credential, Master's or PH.D program. Educational leave may also be used to attend workshops and seminars for career and professional development in subjects related to the employee's work assignment and/or achievement of departmental goals.

Priority

- B. Only Unit 21 employees in classifications listed in the attachment entitled "Educational Leave" are eligible under this provision.

- C. The department head or designee may, ~~at any time,~~ limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.

- D. Eligible employees must have a State civil service appointment of half (1/2) time or more and must complete at least one year of continuous service in a classification which accrues educational leave before

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being granted such leave. Intermittent employees shall not be eligible.

- E. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month for full time employees and on a pro rata basis for part time employees. Pro rata accrual rates are included in the attachment entitled Leave Hours for Reduced Times Bases. Portions of months of service shall not be counted or accumulated.
- F. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
- G. When an employee is granted time off for educational leave, such time off shall be deducted from his/her educational leave balance. Notwithstanding the WWG E provisions in article 19.19.21 of this agreement, educational leave may be charged on a part-time basis in one-hour increments.
- H. When on educational leave, employees shall continue to be eligible for salary adjustments, and shall receive credit for annual leave, vacation, sick leave, educational leave or any other benefit which would normally accrue during such work period.
- I. An eligible employee who is appointed without a break in State service to a position ineligible to earn educational leave credits shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position. Employees who do not return to an eligible position shall, upon

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retirement, be eligible to convert any previously unused educational leave credits as provided in Government Code section 20963.1.

J. An eligible employee who separates from State service and returns to an eligible position in less than six (6) months shall be credited with any previously unused educational leave credit and shall commence to accrue and use educational leave on the first of the pay period following completion of one month of qualifying service. Eligible employees who separate from State service and return within six (6) months to a non-eligible position shall lose any unused portion of previously accrued educational leave unless they return to an eligible position within six (6) months of the date of separation.

K. An eligible employee who separates from State service for six (6) months or longer loses any unused portion of previously accrued educational leave.

L. Requests under this section shall not be unreasonably denied. A denial of educational leave, along with the reason for the denial, shall be given to the employee within fifteen (15) days of the request, and may be appealed to Step 3, DPA, ~~the department head or designee~~ under the grievance procedure, which shall be the final level of appeal.

M. An employee returning from educational leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code section 18522.

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EDUCATIONAL LEAVEAppendix 1.21-- A. BU 21 Classifications Eligible to Receive Educational Leave

CLASS CODE	SCHEM CODE	CLASS TITLE
2718 ✓	FG66	American Indian Education Assistant
2719 ✓	FG65	American Indian Education Consultant
2750 ✓	FG83	Bilingual/Migrant Education Assistant
2758 ✓	FG80	Bilingual/Migrant Education Consultant (Retitled 10/6/87 from Bilingual/Bicultural Education Consultant)
2715 ✓	EQ61	Career-Vocational Education Assistant
2722 ✓	EQ58	Career-Vocational Education Consultant (Revised 10/4/94 from Vocational Education Consultant)
2513 ✓	EN50	Agricultural Education Consultant
2517 ✓	EN90	Business Education Consultant
2514 ✓	EO20	Health Careers Education Consultant
2520 ✓	EO50	Home Economics Education Consultant (Retitled from Homemaking Education Consultant 10/4/94)
2524 ✓	EO90	Industrial and Technology Education Consultant (Retitled from Industrial Education Consultant 10/4/94)
2837 ✓	FB65	Child Development Assistant
2834 ✓	FB64	Child Development Consultant
2634	EW20	Consultant in Intergroup Relations (abolished in 11/05)
2616 ✓	EU20	Consultant in Mathematics Education
2769 ✓	FG30	Consultant in Physical Education
2774 ✓	FG60	Consultant in Pupil Personnel Services
2620 ✓	EQ70	Vocational Education, Gender Equity Consultant
2655 ✓	ER95	Education Programs Assistant
2656 ✓	ER90	Education Programs Consultant (Retitled from Education Administration Consultant 7/29/86)
2589 ✓	ER76	Assistant Field Representative, School Administration
2573 ✓	ER80	Field Representative, School Administration (Specialist)
2585 ✓	ER79	Field Representative, School Administration (Supervisory)
2260 ✓	FG45	Nutrition Education Assistant (Retitled from Nutrition Education & Training Assistant 2/19/97)
2261 ✓	FG50	Nutrition Education Consultant (Retitled from Nutrition Education & Training Consultant (Nonsupervisory) 2/19/97)
2773 ✓	FG41	School Health Education Assistant
2772 ✓	FG40	School Health Education Consultant
2754 ✓	FF59	Special Education Assistant
2764 ✓	FF60	Special Education Consultant

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*2642	EX10	Education Research and Evaluation Assistant
*2643	EX20	Education Research and Evaluation Consultant
*2549 ✓	EM25	Community Colleges Program Assistant I
*2550 ✓	EM30	Community Colleges Program Assistant II
*2539 ✓	EM51	Specialist in Academic Planning & Development, CCC
*2530 ✓	EM85	Specialist in Agricultural Education, CCC
*2531 ✓	EM87	Specialist in Business Education, CCC
*2540 ✓	EM89	Specialist in Criminal Justice Education, CCC
*2544 ✓	EM54	Specialist in Employment & Certification, CCC
*2508 ✓	EM70	Specialist in Facilities Planning & Utilization, CCC
*2525 ✓	EM82	Specialist in Fiscal Planning & Administration, CCC
*2458 ✓	EM91	Specialist in General Vocational Education, CCC
*2535 ✓	EM93	Specialist in Health Education, CCC
*2465 ✓	EM95	Specialist in Homemaking Education, CCC
*2534 ✓	EM97	Specialist in Industrial Education, CCC
*2551 ✓	EM55	Specialist in Information Systems & Analysis, CCC
2547 ✓	EM99	Specialist in Public Service Occupations, CCC
*2565 ✓	EM63	Specialist in Student Services Planning & Development, CCC
*2617 ✓	EU70	Assistant Consultant in Teacher Preparation
*2618 ✓	EU75	Consultant in Teacher Preparation (Examinations & Research)
*2635 ✓	EU80	Consultant in Teacher Preparation (Program Evaluation & Research)
*2566 ✓	EL68	Associate in Postsecondary Education Studies (Class established with Ranges A & B and positions reallocated from Postsecondary Education Specialist I and II on 11/14/89)
*2506 ✓	EL70	Senior Associate in Postsecondary Education Studies (Retitled from Postsecondary Education Specialist III 11/14/89)
**2958 ✓	FM65	Library Programs Consultant
**8250 ✓	TN20	Nursing Education Consultant
**2742 ✓	EK10	Private Postsecondary Education Specialist
**2743 ✓	EK20	Private Postsecondary Education Senior Specialist
**2560 ✓	EM71	Specialist in Library Planning & Development, CA Community Colleges
***2805 ✓	BU30	Archivist I
***2804 ✓	BU40	Archivist II
***2683 ✓	ET10	Bus Driver Training Programs Specialist
***2897 ✓	ER50	Education Fiscal Services Assistant
***2898 ✓	ER51	Education Fiscal Services Consultant

\* Eligible only after 1/1/1988

\*\* Eligible only after 1/1/2002

\*\*\* Eligible only after 7/1/2008

• NO credential required

## B. Abolished BU 21 Classes Eligible For Education Leave Credit

CLASS CODE	SCHEM CODE	CLASS TITLE
2634 ✓	EW20	Consultant in Intergroup Relations (abolished 11/05)
2730	FD30	Adult Education Assistant I

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Pg 6 of 6

2731	FD25	Adult Education Assistant II
2732	FD20	Adult Education Consultant
2588	ER74	Assistant Field Representative I, School Administration
2589	ER76	Assistant Field Representative II, School Administration (Specialist)
2765	FG90	Bilingual/Bicultural Education Assistant I
2759	FG85	Bilingual/Bicultural Education Assistant II
2832	FB68	Child Development Assistant I
2833	FB66	Child Development Assistant II
2770	FH86	Compensatory Education Assistant I
2776	FH88	Compensatory Education Assistant II
2782	FH90	Compensatory Education Consultant (On Footnote 24)
2701	FA60	Consultant in Gifted & Talented Education
2705	FB15	Consultant in Reading
2767	FG35	Consultant in School Nursing & Health Services
2622	EU60	Consultant in Traffic Safety Education
2594	ES60	Textbook Consultant
2608	FB50	Early Childhood Education Assistant I
2610	FB40	Early Childhood Education Assistant II
2607	FB30	Early Childhood Education Consultant
2662	ER96	Education Administration Assistant I
2663	ER93	Education Administration Assistant II
2483	EK86	Education Program Planning & Development Assistant
2484	EK87	Education Program Planning & Development Consultant
2793	FI17	Migrant Education Assistant I
2798	FI15	Migrant Education Assistant II
2783	FI10	Migrant Education Consultant
2612	ES98	School Approvals Assistant I
2613	ES95	School Approvals Assistant II
2609	ES90	School Approvals Consultant
2747	FG38	School Health Education Assistant I
2748	FG39	School Health Education Assistant II
2692	EZ15	Secondary Education Assistant II
2686	EZ20	Secondary Education Consultant
2694	EZ30	Secondary Education Administrator I (Nonsupervisory)
2761	FF40	Special Education Assistant I
2762	FF50	Special Education Assistant II
2583	EQ60	Vocational Education Assistant I
2721	EQ59	Vocational Education Assistant II
6976 ✓	QU10	Maritime Vocational Instructor I
6978 ✓	QU20	Maritime Vocational Instructor II
6979 ✓	QU30	Maritime Vocational Instructor III

TA  
1/25/09  
2:47 PM

1/25/09  
KOL  
for me  
SJS  
[Signature]



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

5:16 PM

**Article and Section No: 8.31.21**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**8.31.21 Personal Leave Program: 1992 and 2003 (Unit 21)**

A. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees shall ~~may~~ not be required to use personal leave credits.

B. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash-out or lump-sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the DOF, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, DPA

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8421 8.51 pg 2072  
Deferred Compensation Program as permitted by federal and state law.

C. If any dispute arises about this personal leave section, an employee may file a grievance and the decision reached at Step 3 (DPA) of the grievance procedure shall be final and not subject to the arbitration clause of this Contract.

D. An employee may request, due to personal hardship, all or a portion of unused personal leave credits to be cashed out at the employee's salary rate at the time the personal leave payment is made. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement.

VA 6/16/08  
11:26am  
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11:26 AM  
7A 6/16/08  
Kathleen O'Connor  
K.D. Winkler  
J. Lawhead  
[Signature]



Management Proposal

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3:27pm  
State  
2/12/9

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~~12:54am~~  
~~1/24/9~~  
~~State SCT~~

Exclusive Representative: SEIU

Date: \_\_\_\_\_

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

8. NEW Voluntary Personal Leave Program (VPLP) Opt Out

Upon ratification of this agreement by the parties, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program. ~~Those opting out would be prohibited from participating in the VPLP again until July 1, 2010.~~

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2/13/9  
9:07 pm



**UNION PROPOSAL**  
**Bargaining Units: All (Excluding Unit 17)**  
**Date: \_\_\_\_\_**

**Article and Section No: 9.1**

TA 2/13/9  
9:57 PM

*The Union proposes the following changes be made to the following section:*

**9.1 Health Benefit Plans (Excluding Unit 17)**

A. The employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

B. 1. <sup>30 TC</sup>Effective January 31, 2009 through December 31, 2009, and upon approval of funding by the Legislature and ratification by the Union, the State agrees to pay the following monthly health benefit premium contribution in addition to the employer premium contributions calculated in accordance with sub-section A., above, for employees enrolled in the Blue Shield Access+, Blue Shield Net value and Kaiser HMO Plans.

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2. Effective January 1, 2010, the State agrees to pay an additional monthly health benefit premium contribution that is in addition to the employer premium contributions calculated in accordance with sub-section A. above, for employees enrolled in any CalPERS-administered health benefit plan where the employee's share of the premium increases from 2009 to 2010. The additional employer premium contribution shall be calculated on a weighted average basis using the health benefit plan enrollments of January 1, 2009.

Only employees enrolled in a qualifying plan on January 1, 2010, shall be eligible. Enrollments or health plan changes that take place after January 1, 2010, including retroactive transactions, shall not establish eligibility.

C. B. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a one year vesting schedule for the employer health contribution for dependents as follows:

1. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment;

Julius Clayman

D.G. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

### E.D. Health Benefits Eligibility

1. Employee Eligibility - For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.
2. Permanent Intermittent (PI) Employees

a) Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

b) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

Julius C. Morgan

SEIU T/A

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June 14-15

3. Family Member Eligibility - For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

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Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and ~~9.1.3~~ of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and ~~9.1.3~~ of this Contract.

D. Coverage During First twenty-four (24) Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

UNION  
Ruth Ann Burr  
Brad Willis Burr  
Alicia Burr  
Margaret Burr  
Jimmie Burr  
Linda Burr  
Dorothy Burr  
Shirley Burr  
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John Chapman

UNION #3  
UNION UNIT 4







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2/13/09  
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TA

## Packaged Proposal

*The Union proposes the following changes be made to the following section:*

## 9.4 Rural Health Care Equity Program

~~Effective July 1, 2001, t~~The State shall continue a Rural Health Care Equity Program for bargaining unit members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The DPA shall administer any fund involving bargaining unit members.

1. The program shall operate in the following fashion:

a. The State shall contribute one thousand five hundred dollars (\$1500) per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code section 22877.

(1) For bargaining unit members payments shall be on a monthly basis.

(2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.

Julia Chopin

- b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
- c. The money shall be available for use as defined in Government Code section 22877.
- d. A Rural Healthcare Equity Program will be established with a separate account for bargaining unit members, as one of several similar accounts.
- e. Each unit employee shall be able to utilize up to one thousand five hundred dollars (\$1500) per fiscal year, pursuant to Government Code section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable Here.
- f. If an employee does not utilize the complete one thousand five hundred dollars (\$1500) pursuant to the procedures and limitations described in Government Code section 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the one thousand five hundred dollars (\$1500), but again according to the procedures and limitations in the statute. The monies in

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Rural Healthcare  
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and Bu 14  
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Jury... BU 17  
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H... Bu 17  
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W... #4

*John Chagnon*

the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of one thousand five hundred dollars (\$1500) in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.

(1) Any employee not in a bargaining unit all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 1(b) above.

(2) If an employee is entitled to less than twenty-five dollars (\$25) under this paragraph, the money shall instead go into next year's fund pursuant to paragraph (g) hereafter.

g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than one thousand five hundred dollars (\$1500) as provided in Government Code section 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed one thousand five hundred dollars (\$1500) in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to Government Code section 22877 and monies still remained in the pool.

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Miller BU 1  
Hawhead BU 1  
Lynn BU 17  
W. S. BU 4  
G. S. BU 15  
D. S. #3  
W. S. #1  
W. S. #4

*John Chapman*

## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.5

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.5.17 for Unit 17 and 9.5.21 for Unit 21.

### 9.5 Employee Assistance Program (EAP) (~~Excludes Unit 17 and Unit 21~~)

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.
- E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

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Ganders  
6/17/08*

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12-17-08*

*Francine Pen & 4  
Judy Shuler 15  
Doreen BUI3  
Nancy Lytle BUI7*

*John Hawkin unit 1  
Ruth Ann UNIT 20  
Jerry Lawhead unit 1  
Albert R. Troyer BUI4  
Barbara H. H. BUI1*



**UNION PROPOSAL**  
**Bargaining Units: ALL**  
**Date: \_\_\_\_\_**

**Article and Section No: 9.6**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**9.6 Pre-Tax of Health and Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees, who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

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9/15/08 TA  
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Charles U-15 #1  
[Signature] #4  
[Signature] BU 17  
[Signature] BU 14  
J Lawhead UH  
Brad Willis Bu  
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# Management Proposal

Bargaining Unit: Common

Date:

Exclusive Representative: SEIU, Local 1000

Subject: Deferred Compensation Plans

3:30  
9/23/08

## 9.7 Pre-Retirement Death Continuation of Benefits

Government Code section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred-twenty (120) days beginning in the month of the employee's death. The surviving spouse, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner or other eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

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BU-4

Brook Willis BU 11

Ala Zury BU 14

Gene Smith BU 17

J. Lawhead 421

Roman BU 20

Maria Gander BU 11



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 17, 2008**

11:37  
6-17-08

**Article and Section No: 9.8**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**9.8 Joint Union/Management Benefits Advisory Committee**

A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.

B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the DPA. The committee shall be co-chaired by a labor and a management member.

C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

D. The DPA will provide necessary staff to support the committee.

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D. Williams BU 12  
Tony Shuck BU 100  
John H. H. BU 4  
Brook Williams BU  
Lee C. BU 11  
M. H. H. BU

John H. H. BU 4  
Tony Shuck BU 100  
D. Williams BU 12  
Lee C. BU 11  
M. H. H. BU

MANAGEMENT PROPOSAL

6:04 PM  
06/09/09

Bargaining Unit:

Date: \_\_\_\_\_

Exclusive Representative:

Subject: Article 9

The State proposes to roll over the following Section:

9.9 Presumptive Illness

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

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10:54 a.m.  
6/10/09

Demeka Bu3  
Tina Peki #4  
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N Lyeila BU17  
Foley Charles BU1  
J Lawhead 421  
Connie Kelsey BU4  
M. P. BU14  
Margo Mads 44





UNION PROPOSAL  
Bargaining Units: All  
May 20, 2008

6/26/08  
Received  
3:07

Article and Section No: 9.10

Proposal No.:

*The Union proposes that no changes be made to the following section:*

9.10 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

for 10:25 am  
Sanders 4/27/08

John Miller  
BU 13

BU 20  
BU 3

BU 11  
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BU 14  
BU 15

D. The State shall not use the DIRs' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

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6/27/08

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C. Kelly BU 1  
R. J. BU 20  
R. J. BU 15  
L. J. # 4  
D. J. BU 3  
S. J. BU 21

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9:07 PM  
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- C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal

PZ CT 9.11

income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

I. If a claim is denied by the department director, the Union may request a review by DPA.

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Janet 3 4-15  
Morgan  
Morgan  
J. Hurdhead  
BU 21  
K. Hurdhead  
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Julian Chyn



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

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2/13/09  
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Article and Section No: 9.12

Packaged Proposal

*The Union proposes no changes to the following section:*

**9.12 Flex/Elect Program**

A. The State agrees to provide a flexible benefits program (Flex/Elect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the Flex/Elect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by the DPA. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (TAU) position, must have mandatory return rights to a permanent position.

B. Employees, who meet the eligibility criteria stated in subsection A above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the Flex/Elect Program.

C. The State shall continue its current practice on a cash option in the Flex/Elect Program.

D. PI employees are eligible to participate in the Flex/Elect Program as described in article 18 of this Contract.

*John Choyan*

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UNION PROPOSAL  
Bargaining Units: All  
Date 7-18-08

11:15am

Article and Section No: 9.13

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**9.13 Long-Term Care Insurance Plan**

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS. The employee's spouse, parents, spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

TA 7-18-08

Greg Shuler U-15

Brad Willis U-11

Margaret Maldonado U-1

Larry Smith U-4

Howard Jones VW

N. Lyerla BU 17

Wendy Smith BU 4

Myrel Cardon BU 21

Danica BU 3

TA Sanders  
7/18/08  
11:15am

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BU 21 9.14 pg 1 of 1

6/16/08

3:31



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 17, 2008**

**Proposal No.: 1**

BU 17 + 21 don't

**Article and Section No: 9.14**

*The Union proposes that no changes be made to the following section:*

will

**9.14 Temporarily Disabled Employees**

A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.

B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.

C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

TA  
7/23/08 1:24pm  
[Signature]  
Pg 129

1:24pm  
7/23/08  
7A  
Kathleen Otonari  
Jenny Lawhead  
Dora Goldman  
Myra Colvin

6:10 PM  
06/07/24

Date: \_\_\_\_\_

Subject: Article 9

### 9.15 Industrial Disability Leave (IDL)

- Told  
10:55 am  
6/10/08
- 13614  
N Lyerla BU 17  
19000000 BU 3  
#4



## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.16

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.16.17 for Unit 17 and 9.16.21 for Unit 21.

### 9.16 Group Legal Service Plan (Excludes Unit 17 and 21)

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

TALD  
11:35  
6/17-08

Ralph Kaurin unit 1  
Rena Jover BU 20  
Jerry Kaurhead U21  
Albert Turner BU 14  
Connie Kableany BU 11  
Francine Pan BU 4  
Ricky Shuler BU 15  
Dorcas BU 3  
Nancy Lyster BU 17

Ta'd  
Jandery  
6/17/08  
11:35 a.m.



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

Article and Section No: 9.17

TA 2/13/9  
9:07 PM

*The Union proposes the following changes be made to the following section:*

9.17 State Disability Insurance (SDI)

A. A. Beginning April 1, 2006, ~~a~~All employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. ~~Effective July 1, 2006, t~~The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an

*Handwritten notes and signatures on the left margin:*  
Breda #11  
Liz #4  
N Lyndy  
Janet #17  
Margie  
J. L. Head #21  
D. M. #3

*Handwritten signature on the right margin:*  
John Choy

- [Handwritten signatures and notes:]*
- Broadbill  
#11  
Flyerla  
BU 175  
Janet 3 4 75  
nuggets  
mildred  
Lawhead 6 TH  
BU 21  
*[Large circular stamp]*  
BU 2

BU 17 5. The parties agree to meet within ninety (90) days following ratification of the Contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.

~~6. This clause is subject to modification pursuant to Item #5.~~

a) SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

Jackie Clayton

his/her representative must contact their departmental personnel office to provide information on the following:

- 4) a. The date the disability/illness commenced;
- 2) b. The estimated duration of the disability;
- 3) c. A phone number where the employee can be reached;
- 4) d. The election of leave credits usage during the first week of disability;
- 5) e. The number of hours in a month to be charged to leave credits;
- 6) f. Whether or not the employee is planning to file for SDI;
- 7) g. The election to supplement integrate leave credits with SDI benefits;

Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation integration of benefits and payment.

~~B. During the three (3) month period following ratification of this Contract by the SEIU Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the annual leave program.~~

C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.

CT 9.17 pg 4

D. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain their ENDI and NDI eligibility for six (6) months.

E. Once the State Controller's Office has fully implemented the 21<sup>st</sup> Century Project, the State will explore the feasibility of integration of SDI benefits. The Union will be provided with quarterly updates on the 21<sup>st</sup> Century Project. Upon request of the Union, the State will agree to meet with the Union to discuss the status of the 21<sup>st</sup> Century Project and the feasibility of integration of SDI benefits.

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D. Range over BU 20  
am with 10/17

*Handwritten notes:*  
Bradwell #11  
K. P. #4  
N. Lyerla BU 17  
Janet 13 u-15  
Margaret Miller BU 01  
J. Lawhead BU 21  
D. D. BU 3

*Handwritten signature:*  
John Chapman



BU 21

9.18 pg 1  
**UNION PROPOSAL**  
Bargaining Unit: Unit 21  
June 11, 2008

TA @ 1837  
06/23/08

**Article and Section No: 9.18.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**9.18.21 Alternative Pre-Retirement Death Benefit**

Unit employees are subject to the alternate death benefit, a death benefit payable to eligible family members when death occurs prior to age fifty (50), provided by Government Code section 21547.

TA 6/23/08  
6:37 PM

*[Signature]*  
Pg 77

*Terry Lawhead*  
*Kathleen Thomas*  
*L. A. Wankamp*  
*Dicki Wankamp*  
*[Signature]*  
*Maryl Cohn*

# MANAGEMENT PROPOSAL

9.30.08

11:29

Bargaining Unit: All

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: 9.New Health Benefits Proposal

The State Proposes:

9. New Health Benefits Proposal

As a part of the Joint Union Labor Management Benefits Advisory Committee, DPA will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

Ta'd  
Sanders  
3:36 PM  
9/30/08

TRAd 9/30/08 3:36  
Dancea BUB  
Brad Wallis Bull  
Don K. May BUB  
Vasane BUB  
Lorraine Jackie  
Karen BUB  
Margaret BUB



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2008

6/9/08  
1435 HRS  
UNION  
CT

Article and Section No: 10.1

Proposal No.: 1

*The Union proposes no changes to the following section:*

**10.1 Health and Safety Commitment**

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

TALD 8/22/08  
3:25

*[Signature]*

*[Signature]*  
Bridget Willis  
Jacqueline McCollum  
Donna W  
Lance Beckie  
Don Killmer  
Nigeria BU 17

Ta J Sanders  
3:25pm  
8/22/08





# UNION PROPOSAL

Bargaining Units: All

Date: \_\_\_\_\_

TA  
2/13/9  
9:07 pm

## Article and Section No: 10.2

*The Union proposes the following changes be made to the following section:*

### 10.2 Health and Safety Committees

A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.

B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.

C. Employees appointed to serve on the committee shall serve without loss of compensation.

WMA  
BU 2

unit  
14

Duke  
BU 3

man  
BU 6

Lawhead  
BU 21

James  
BU 17  
BU 17  
BU 17

D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

D Lyeila BU 17  
Jan 3 u-15  
Ray Biker #4

Walt not by  
J Rowhead BU 21  
Margaret Nelson BU 21  
R. W. Jones

Q. D. W. BU 3  
Bud W. W. W. 11



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2008

6/9/08  
1435 HRS  
UNION  
CT

Article and Section No: 10.3

Proposal No.: 1

*The Union proposes no changes be made to the following section:*

**10.3 Occupational Hazards**

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

TAld 3:26  
8/22/08

*[Signature]*

*[Signature]*  
Charles  
James

Brad Willis  
Jacqueline M. Callan  
Dana Lee BV20  
Tatiana Cheluy  
K. Mr BV21  
Dor Lyela BU17

Ta  
J Sanders  
3:26 PM  
8/22/08



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2008**

2:35  
6/9/08

**Article and Section No: 10.4**

**Proposal No.: 1**

*The Union proposes no changes to the following section:*

**10.4 Injury and Illness Prevention Programs (IIPP)**

A. Each department shall establish, implement, and maintain an IIPP.

The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

TA'd 4:46pm  
J Sanders

TA'd 4:46pm 6-9-08  
Demetra BU-3  
Margaret  
Medina BU  
Connie Kakeau BU 11  
Nyerla BU 17  
Janet #4  
Shirley BU 15  
Lorena BU 21  
Ronda for CHAIR UNIT 20  
Dany 14



BU 21

10.4

pg 1 of 1

## UNION PROPOSAL

Bargaining Unit: 21

June 11, 2008

Article and Section No: 10.4.21

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

### 10.4.21 Health Promotion Activities

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow WWG 2 employees up to one full hour of administrative time-off (ATO) per month, to participate in State sponsored on-site health promotion activities.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

5:04 PM

6/11/08

TA 6/11/08  
[Signature]  
K 7

TA  
Kathleen O'Connor  
Gary Rayhead, Chair  
[Signature]  
K. Arsenault  
Miguel Concha



# UNION PROPOSAL

Bargaining Units: All

Date: 7-25-08 1320

Article and Section No: 10.6

Proposal No.: 2

*The Union proposes that no changes be made to the following section:*

## 10.6 Emergency Evacuation Procedures

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

TAID 3:27  
8/22/08

*[Handwritten signatures and names:]*  
Jacqueline McCallum  
Brenda Willis  
Nancy BU 17  
Don Killmer BU 21  
Sally Chisholm unit 4

to Gaudin  
3:27pm  
8/22/08



Bu 21

10.7

pg 1 of 1

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

1553

TA 1526 06/13/08

**Article and Section No: 10.7.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**10.7.21 Protective Clothing**

A. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or reimbursement of actual substantiated amounts for initial or replacement cost as necessary. Employees must request reimbursement in accordance with department policy. Reimbursement shall only be provided when the employee substantiates the expense by providing a receipt(s) for the required item(s). "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of his/her duties and/or which is required for the employee to protect the employee's body from possible injury.

B. Protective clothing provided pursuant to this Section is State owned or leased property which will be maintained as the State deems necessary.

C. Protective clothing damaged due to the negligence of the employee shall be replaced by the employee at his/her expense.

D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

Kathleen Thomas  
K.A. Wambran  
Hawke

Wally  
Hawke

TA  
6/13/08  
3:26 pm  
Hawke  
PS/5

BU 21

10.9

Pg 1 of 1

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

8/12/08  
2:37 PM

Exclusive Representative: SEIU

ARTICLE  
10.9.21

SECTION  
Protective and Safety Equipment

**10.9.21 Safety Equipment**

The State is committed to providing protective and safety equipment for the personal protections of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective and safety equipment, by employee classification and job assignment. Denial of an employee request for safety equipment by the State shall be in writing.

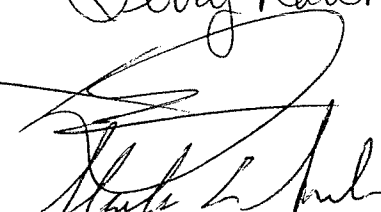
TA 8/12/08

3:14 PM

  
Pg 177

TA 8/12/08

Jerry Hawhead

  
Kathleen O'Connor  
for Goldman





Bu21

10.11

pg 1061

8/26/08

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date: \_\_\_\_\_**

2<sup>58</sup> PM

pg 189

**Article and Section No: 10.11**

**Proposal No.: 1**

*The Union proposes the following new section be made to Article 10:*

**10.11 Hazardous Materials**

- A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- B. An employee will receive training in the use of hazardous substances where the following conditions exists:
1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
  2. The employee is required to use/handle the substance; or
  3. It is necessary to update or otherwise train an employee in its

use/  
TA pg 230  
11/3/08 2:46pm  
ca

7A 11/3/08 2:46pm  
Kaitla Olson  
J. Sawhead  
Mark S. Schub  
Ava Goldman  
Myriel Gouder



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date 7-18-08**

**Article and Section No: 10.12**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**10.12 Employee Restroom Facilities**

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

TA 7-18-08

John Charles 4-15  
Lay Baker 4-4  
John 070  
N Lye 17  
Brad Willis 4-11  
G. Turner Bu 14  
Margaret Medel 11  
Miguel Carbon Bu 21  
D. Duseca Bu 3

TA  
11:20am  
J. Candus  
7/18/08

BU 21

10.13

pg 1 of 1

1/19/09

9:09 pm



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
Date \_\_\_\_\_

**Article and Section No: 10.13**

**Proposal No.: 3**

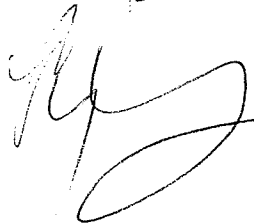
*The Union proposes to add the following new section:*


**10.13 Access to Work Areas 24 Hours**

A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.

B. Upon request, and subject to operational need and the overall safety of the employees, departments may grant access to employees outside their normal work schedule.

12:30 AM

TA  
1/25/09  
12:30 AM  


TA 1/25/09  
J Lawhead  
Kathleen O'Connor  
Hwa S. Alderman  
M. J. Carter  


BA 21

10.14

pg 1 of 1

# MANAGEMENT PROPOSAL

Bargaining Unit: 21

Exclusive Representative: SEIU

12:32 AM  
TA 1/25/09  
Kathla Jones  
Ann Goldson  
11:54 PM  
1/31/09

ARTICLE	SECTION
10.14	<u>PERSONAL ALARMS</u>

A. A department shall make available to all employees who have contact

or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request. The parties agree concerns in this area are appropriate subjects for priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.

B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

C. Any institution currently providing such personal alarm devices will continue to do so.

D. This provision shall not supersede an existing departmental or institutional policy governing the use of personal alarms.

TA  
1/25/09  
12:32 AM  
[Signature]

Bu 21 10.18 pg 1061

11:39 AM

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

6/16/08

Exclusive Representative: SEIU

ARTICLE  
10.18

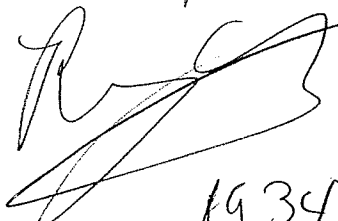
SECTION  
Referral of Assault/Battery

**10.18 Referral of Assault/Battery**

7C  
cc  
6/16/08  
A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

(10)

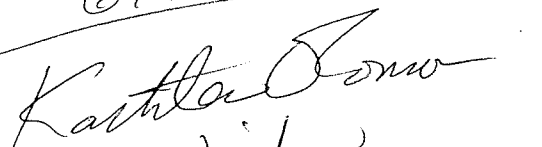
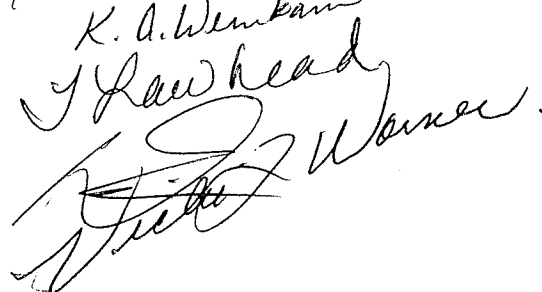
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6/18/08  
3:15 pm

  
1934

3:15 PM

TA

6/18/08

  
K. A. Winkam  
J. Lawhead  
  
J. Warner

Bu 21 10.19 pg 1 of 1

11/3/08  
4:06 PM

MANAGEMENT PROPOSAL  
Bargaining Unit: 21


Exclusive Representative: SEIU


ARTICLE  
10.19

SECTION  
Assaultive Behavior

**10.19 Assaultive Behavior**

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

TA 5:55 PM  
11/3/08  
  
Pg 242

TA 5:55 PM  
11/3/08  
Kathleen Brown  
Amy Lawrence  
  
John E. Smith  
Kara Goldman  
Myel Corbr.

Bu 21

10.20

pg 1061

Pass@ 1141  
06/16/08

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

Exclusive Representative: SEIU

The State is proposing to roll over the current language, as shown below, for the following section:

ARTICLE  
10.20

SECTION  
Training for Hostile and Threatening Behavior

**10.20 Training for Hostile and Threatening Behavior**

Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.

TA  
6/16/08 4:31pm  
[Signature]  
P440

7A  
6/16/08  
4:31 PM  
[Signature]  
Kathleen Bond  
K. A. Winkler  
Jenny Hancock  
[Signature]

2:03 PM  
06/20/08

## MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 10, Section 10.21

### 10.21 Workplace Violence Prevention (~~Excludes Unit 17 and 21~~)

The State and Union developed a model Workplace Violence Prevention program. Each department shall maintain a Workplace Violence Prevention Program that meets the mutually agreed upon model program. The department program shall be in writing and distributed and/or made available to all employees.

La  
Sanders  
6/20/08  
4:38 PM

TH/d  
Donna BU3  
Foley Shuler BA15  
Quinn LeBarron BU1  
Connie Kabeany BU11  
Jury Rawhead BU21  
Lyn Baker #4  
Kathleen BU20  
Mack BU14  
N Lyerla BU17





6. Telephone headsets;
7. Ergonomic computer table and supports;
8. Wheeled carriers;
9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

E. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

Ta  
J Sanders  
11/17/08  
3:14pm

TA'd 3:14  
11-17-08

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*[Signature]*  
JHL 4-10  
Brod Willis BU 11  
De Aguirre BU 1  
Callahan BU 4  
Jalapa BU 4  
J. [unclear] BU 21  
J. [unclear] BU 17  
N. Lyerla BU 17



UNION PROPOSAL  
Bargaining Units: All  
June 8, 2009

2:35  
6/9/08

Article and Section No: 10.23

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**10.23 Independent Medical Examinations**

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

6/9/08 5:58 PM  
Ta'd  
Garcia

TA'd 5:58 6-9-08

Deming BU3  
Shirley Bu 15  
Hayward BU 21  
Rising for CHAIR ONLY  
Ward 14  
Margaret Malin III  
Conna Hallan BU 11  
N. Ogata BU 17  
Lubbe #4

BA 21

10.25

pg 1 of 1

11.00.08  
4:37pm

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

Exclusive Representative: SEIU

ARTICLE  
10.25

SECTION  
Training In Infectious Disease Control

**10.25 Training in Infectious Disease Control**

- A. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.
- B. Employees shall be provided training on infectious disease control as related to job performance. Infectious disease control training shall include, but not be limited to, bloodborne and airborne diseases.
- C. When a Department becomes aware of an outbreak of infectious, contagious, or communicable diseases/conditions is known at the a worksite(s), the State shall endeavor to notify potentially exposed employees.

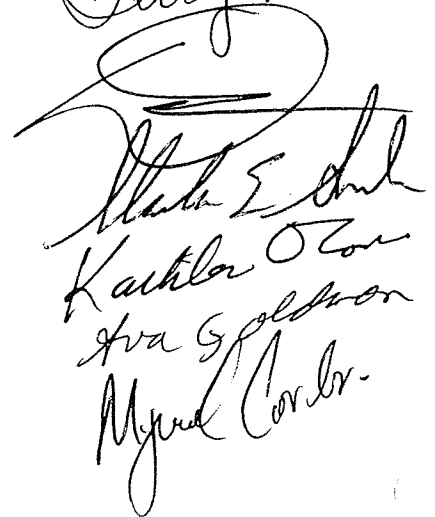
TA 11/3/08

5:53pm



pg 242

TA 11/3/08  
5:53pm  
Jenny Hawhead



Kathleen O'Connor  
Ira Goldson  
Myra Corbin



BU 21 10.26 ps 1 of 2

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date: \_\_\_\_\_**

Pass @ 155  
01/04/09

**Article and Section No: 10.26**

**Proposal No.: 1**

*The Union proposes the following new section:*

**10.26 Precautions Against Exposure to Bloodborne Pathogens**

A. The CDCR, DMH, CDVA, and DDS shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notices issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.


B. CDCR, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.


C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.

pg 318

8:59pm  
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- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.
- G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.
- H. The Union will bring concerns regarding health and safety issues to the local health and safety committee for resolution.
- I. CDCR, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.
- J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

TA  
1/19/09  
8:55 pm  


TA 1/19/09  
J Lawhead  
  
Ana Goldman  
KOC

1/25/8 1:22p



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 10.27**

**Proposal No.: 2**

*The Union proposes that no changes be made to the following section:*

**10.27 Remodeling/Renovations and Repairs**

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

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# UNION PROPOSAL

Bargaining Units: All

Date: \_\_\_\_\_

Article and Section No: 10.28

Proposal No.: 2

*The Union proposes that no changes be made to the following section:*

## 10.28 Pest Control

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest

1/25/13 1:25p  
TALD  
Bridgette Williams  
UNIT 11  
CHAIR  
A.D. Jones  
Unit 7  
14  
Cecilia

BU 1  
K. Williams  
J. Williams  
J. Williams

Nijela  
BU 1/3  
Ara Goldner  
BU 21  
John M. K...  
BU #4

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Jsu nates  
8/21/08  
1:40pm

control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.28 (Pest Control).

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**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2008**

2:35  
6/9/08

Article and Section No: 10.29

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**10.29 Smoking Cessation**

- A. The State will continue to provide smoking cessation programs consistent with prior departmental practices.
- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.
- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

Ta'd 6:00pm  
J. Sanders

TA'd 6:00pm 6/9/08  
Donna BU 3  
Edy Shells BU 15  
Gawhead BU 21  
Rising Sun CHAIR UNIT 20  
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Margie Mada U  
Carmel Kahan BU 11  
N. L. Gila BU 17  
L. B. B. #4



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

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2/13/09  
9:07 P  
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**Article and Section No: 10.30**

**Packaged Proposal #4**

*The Union proposes no changes be made to the following section:*

**10.30 Health and Safety Grievances**

A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or

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P2 LT 10.30

the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2

- a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
- b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

2. Health and Safety Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the DPA as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).
- b. The Director of the DPA or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the



MANAGEMENT PROPOSAL

Bargaining Unit All

Exclusive Representative SEIU

Subject Salaries

The state proposes the following language changes

11.1 Salaries

~~There shall be no salary increases for the term of this agreement~~

~~A. Within sixty (60) days following legislative approval, SEIU Local 1000 represented employees shall receive a one-time bonus of one thousand dollars (\$1000) as follows:~~

~~1. Permanent and limited term full-time employees who were on payroll on June 30, 2006, shall receive \$1000, or~~

~~2. Permanent and limited term part-time employees who were on payroll on June 30, 2006, shall receive \$1000, or~~

~~3. Employees holding a TAU appointment who were on payroll June 30, 2006 and who were paid for 510 or more hours (intermittent appointment) or the equivalent of 510 hours (full-time and part-time appointment) during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive \$1000. An employee holding a TAU appointment with prior permanent status who accepts a TAU appointment with no benefit shall be entitled to the bonus under Criteria 1 and 2 above, or~~

~~4. Permanent, limited term and seasonal intermittent employees who were on payroll June 30, 2006 and were paid for 510 or more hours during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive \$1000.~~

~~B. Any employee who holds multiple appointments in classifications represented by SEIU Local 1000 and/or any other bargaining unit which agreed to this bonus shall receive \$1000 if their combined time base is equal to or greater than one quarter (1/4) time. (For example, an employee holds two appointments; both as one quarter (1/4) time base and in bargaining units eligible for this bonus, the employee shall receive the maximum amount, \$1000.)~~

~~6. The bonus received by the employee shall not be considered as compensation for the purposes of retirement contributions.~~

~~Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and one half percent (3.5%). (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.~~

~~Classifications receiving the Plata/Plata Equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior to the general salary increase.~~

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John Chagnon

11.1 pg 2

4. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve-month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI W West Urban - All Urban Consumers (Not Seasonally Adjusted), Series CUUR0100SA0, United States.

e.g. If the cost-of-living for the year, as determined in #1 above, is less than 2.0%, the Cost-of-living adjustment for the year shall be established at 2.0%. If the cost-of-living for the year is greater than 4.0% for the specified period, the Cost-of-Living Adjustment for the year shall be established at 4%. If the cost-of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost-of-living increase rounded to the nearest tenth.

The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

GPI for March 2007 (EXAMPLE ONLY) 2024

Less CPE for March-2006-- 197.1

~~Index Point Change~~ \_\_\_\_\_ 52

Divided by Previous GPI (March 2006) 197 1

Equals 02637

Result multiplied by 100 ( $100 \times 0.02637$ ) 2.6

Cost of Living adjustment for 2007	2.6%
------------------------------------	------

~~Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%~~

~~Effective January 1, 2007 the following Auditor classifications shall receive 5% added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 500.682(b) and 500.687.~~

~~4101 Financial Institutions Examiner~~


4102 Senior Financial Institutions Examiner

4133 State Financial Examiner III

444 State Language Examens II

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- 4286 Investigative Auditor-Alcoholic Beverage Control
- 4338 Tax Auditor-III, Employment Development Department
- 4340 Tax Auditor-II, Employment Development Department
- 4341 Tax Auditor-IV, Employment Development Department
- 4361 Associate Tax Auditor, Franchise Tax Board
- 4362 Tax Auditor, Franchise Tax Board
- 5024 Senior Property Auditor-Appraiser
- 5441 Assistant Property Auditor-Appraiser (Board of Equalization)
- 5448 Associate Property Auditor-Appraiser (Board of Equalization)
- 5453 Senior Specialist Property Auditor-Appraiser (BOE)
- 5941 Staff Services Management Auditor
- 8070 Investigative Auditor-II, Department of Food and Agriculture
- 8071 Investigative Auditor-III, Department of Food and Agriculture
- 9323 Workers' Compensation Payroll Auditor
- 9324 Senior Workers' Compensation Payroll Auditor
- 4057 Program Evaluator, CALPERS
- 4058 Associate Program Evaluator, CALPERS
- 4061 Staff Program Evaluator, CALPERS
- 4084 Program Evaluator Specialist (Information Systems)
- 4085 Staff Program Evaluator Specialist (Info Systems), CALPERS
- 4141 Totalisator Systems Examiner
- 4378 Business Taxes Specialist III, Board of Equalization
- 4379 Business Taxes Specialist II, Board of Equalization
- 4380 Business Taxes Specialist I, Board of Equalization
- 4364 Program Specialist I, Franchise Tax Board
- 4365 Program Specialist II, Franchise Tax Board
- 4366 Program Specialist III, Franchise Tax Board

SENTIA

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Unit 14

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Kurtz

Brookville Bu  
Bor  
Unit 17

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Bu 3  
Unit 17

*John Chapman*

Effective January 1, 2002 the following Information Technology classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 500.682(b) and 500.682.

Eligible Classifications

- 1360 - Information Systems Technician
- 1557 - Information Systems Technician II
- 1353 - Computer Operator
- 1500 - Computer Operations Specialist I
- 1561 - Computer Operations Specialist II
- 1562 - Information Systems Technician I
- 1364 - Staff EDP Acquisition Specialist
- 1368 - Senior EDP Acquisition Specialist (Technical)
- 1382 - Programmer I
- 1383 - Programmer II
- 1478 - Assistant Information Analyst
- 1578 - Associate Programmer Analyst (Specialist)
- 1470 - Associate Information Systems Analyst (Specialist)
- 1585 - Associate Systems Software Specialist (Technical)
- 1581 - Staff Programmer Analyst (Specialist)
- 1312 - Staff Information Systems Analyst (Specialist)
- 1587 - Systems Software Specialist I (Technical)
- 1583 - Senior Programmer Analyst (Specialist)
- 1337 - Senior Information Systems Analyst (Specialist)
- 1373 - Systems Software Specialist II (Technical)
- 1367 - Systems Software Specialist III (Technical)
- 2848 - Instructional Systems Engineer, Commission on Peace Officer Stds.
- 2850 - Sr. Instructional Systems Engineer, Comm on Peace Officer Stds.
- 5170 - Telecommunications Systems Analyst I
- 5171 - Telecommunications Systems Analyst II
- 7237 - Associate Program Systems Analyst
- 7238 - Staff Program Systems Analyst (Specialist)

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Long Creek #4 unit 101  
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Kona over 400  
Bridges Bu 11  
Boat  
Hawaii UH  
DMPA BU 3  
Unit 7

John Clayton



UNION PROPOSAL  
Bargaining Units: All

Date \_\_\_\_\_

2/13/09  
5:58 AM

Article and Section No: 11.1

*The Union proposes the following changes be made:*

11.1 Salaries

A. There shall be no general salary increase for the term of this agreement. Generally, the salary rates shall remain in effect at the time of this agreement, unless amended pursuant to Articles 14.1 or 24.1, Section B.

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Margaret Maldonado  
All units  
Rosa for BU  
Brooklyn BU 11  
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Lew  
I want U/7  
Jana Pal 3  
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BU 21

11.3

pg 1 of 4

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date \_\_\_\_\_**

8/26/08

1:20 ✓

**Article and Section No: 11.3**

**Proposal No.: 2**

*The Union proposes that Unit 21 use the Master Table language of this section with the following changes:*

**11.3 Salary Definitions**

Unit 21 hereby agrees to support putting the following changes to Article 5 of the DPA regulations into effect provided all bargaining units agree to the same. As used in this article, terms are defined as follows:

A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.

B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).

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TA 1/19/09  
Kathleen O'Connor  
J. Lawhead  
J. Golding  
Mr. [Signature]

- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

For the purpose of salary actions affecting employees assigned to Unit 21, the following definitions shall apply.

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.

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11.3

pg 3 of 4

B. ~~"Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount.~~

C. ~~"Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis any one of the dollar and cents amounts found within the salary range.~~

D. ~~"Range differential" is the difference between the maximum rate of two (2) salary ranges of the Pay Plan.~~

E. ~~"Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher or lower than the maximum salary rate of another salary range.~~

F. ~~"Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.~~

G. ~~"Lower salary range" is a salary range with the maximum salary rate at least two (2) steps lower than the maximum salary rate of another salary range.~~

~~Under paragraph B, one step higher is calculated by multiplying the rate by 1.05. One step lower is calculated by dividing the rate by 1.05 (e.g.,~~

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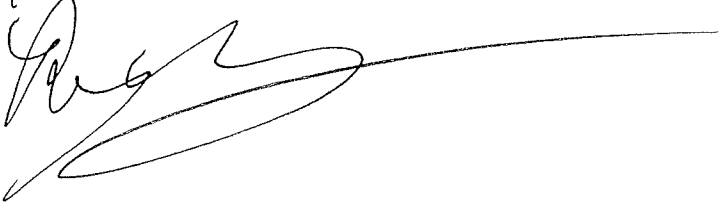
BU 21 11.3 pg 4 of 4  
 $\$2,300 \times 1.05 = \$2,415$ , one step higher;  $\$2,415 / 1.05 = \$2,300$ , one step lower).


~~Unless otherwise provided by the SPB, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.~~

H. "Top Step Rounding" ~~The maximum step of each classification in Unit 21 shall be extended as follows:~~

- ~~1. Classes with a three (3) step range or ranges shall have a new maximum step established by multiplying the minimum by 1.1025 and rounding up to the nearest dollar.~~
- ~~2. Classes with a four (4) step range or ranges shall have a new maximum step established by multiplying the minimum step by 1.1575 and rounding to the nearest dollar.~~
- ~~3. Classes with a five (5) step range or ranges shall have a new maximum step established by multiplying the minimum step by 1.2150 and rounding to the nearest dollar.~~

~~Any classes with only one or two (2) rates are not included in this provision. This provision does not apply to classes with over five (5) steps.~~

TA 9:04pm  
11/19/09  


TA 9:04pm  
11/19/09  
Lathia Jones  
Raehead  
Ara Goldman  
Shane E. Smith  
Miyul Cordero  




**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

TA 2/13/09  
TA 9:07p

**Article and Section No: 11.4**

**Packaged Proposal #3**

*The Union proposes no changes be made to the following section:*

**11.4 Timely Payment of Wages**

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;

When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

*Julie Clayton*

*Handwritten notes and signatures on the left margin:*  
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- *BU 17*  
- *Janet B...*  
- *Margaret...*  
- *J. Lawhead*  
- *BU 1*  
- *Denisea*  
- *43*





UNION PROPOSAL  
Bargaining Units: All  
June 20, 2008

4:45  
6:20 →

Article and Section No: 11.7

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**11.7 Merit Salary Adjustments (MSA)**

- A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable DPA rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

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~~Denial~~  
Soye Smith SA 17  
T. Howard BU 21  
K. Jones BU 10  
M. Jones BU 11  
R. Jones BU 11  
J. Jones BU 11  
B. Willis BU 11  
C. Jones BU 14



BU21 11.9 pg 1 of 4

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date 1/19/09**

**Article and Section No: 11.9**

**Proposal No.: 3**

*The Union proposes the following changes be made to the following section:*

✓ **11.9.21 Bilingual Differential Pay (Unit 21)**

Bilingual Differential Pay applies to those positions designated by the DPA as eligible to receive bilingual pay according to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the DPA. (Time should be an average of the time spent on bilingual activities during a given fiscal year.);

2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

- A direct public contact position;
- A hospital or institutional setting dealing with patient, client, student, or inmate needs;

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By 21 11.9 pg 2 of 4  
c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients;

3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed;
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible;
5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one hundred dollars (\$100) per pay period including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight-cents (\$.58) per hour.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a

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continuing basis and are approved by the DPA will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the DPA may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the DPA approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.

I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range

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for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability <sup>+c 1/19/09 WFO</sup> ~~IDL~~ and State Disability ~~SDI~~ leave benefits.

K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

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[Signature]

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1/19/09  
JA  
Kathleen Brown  
Jury Lawhead  
[Signature]  
Ira Goldman  
Mark I. Smith  
Mykel Corbin





UNION PROPOSAL  
Bargaining Units: All  
June 17, 2008

Article and Section No: 11.10

Proposal No.: 1

The Union proposes that no changes be made to the following section:

*This section is being added as new language*  
11.10 Sustained Superior Accomplishment Awards *+0BU17*

Sustained Superior Accomplishment Awards shall not be considered  
"compensation" for purposes of retirement.

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*6/17/08*  
*3:32pm*  
*J. Sanders*

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*6/17/08*  
*~~1530~~ 1532*

*Shirley Charles U-15*  
*Connie Kahan BU 11*  
*Jim Steff BU 3*  
*Paul Gonzalez-Coke*  
*unit 1*  
*U-M Team BU 14*  
*N Lyerla BU 17*  
*L R Joya Brown BU 20*  
*Robert Kersch BU 4*  
*J Lawhead U 21*



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 17, 2008**

**Article and Section No: 11.11**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**11.11 Union/Management Committee on State Payroll System**

The parties agree to establish a Union/Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the DPA shall designate a chairperson of the committee. The Union may have one representative from each bargaining unit who shall serve without loss of compensation.

*Tad Gander*  
*10:42am*  
*6/20/08*

*Margaret Maldonado*  
*Conita Kelen BU 11*  
*John Charles BU 15*  
*Robert Kern BU 4*  
*Nancy & Lyela BU 17*  
*Terry Lawhead BU 1*  
*Rita J. Brown*  
*James Smith BU 3*  
*Lavene (Chick) Burke*



BU 21 11.12 pg 1 of 1 11/5/08 1:12pm

**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: \_\_\_\_\_**

**Article and Section No: 11.12.21**

**Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**11.12.21 Deferred Compensation Program (Unit 21)**

Employees in Unit 21 are to be included in the State of California, DPA, Savings Plus Deferred Compensation Program (457 Deferred Compensation Plan and 401K Thrift Plan). Those employees determined to be eligible to participate in a 403(b) plan under the applicable federal IRS statutes and regulations will be eligible to participate in the 403(b) plan described in this Agreement. Subject to ~~SCO policies and procedures, employees in Unit 21 may participate in the SCO 403(b) tax shelter annuity program.~~ Upon request of the Union, the State shall meet to discuss significant changes to the SCO 403(b) tax shelter annuity program.

TA 2:20pm  
11/12/08

pg 269

TA 2:20pm

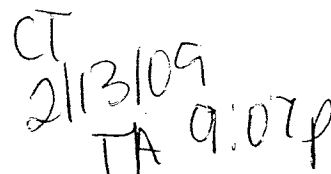
11/12/08

J Lawhead

Ava Goldman

Mark L. Smith

Kathleen O'Connor



# Package Proposal

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's

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governing plan document (which may at the State's discretion be amended from time to time), and applicable Federal and State laws, rules and regulations.

F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

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BH 14

John Chapman



13021 11.17 pg 1 of 1 5/26/08 1:25pm

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date \_\_\_\_\_**

**Article and Section No: 11.17**

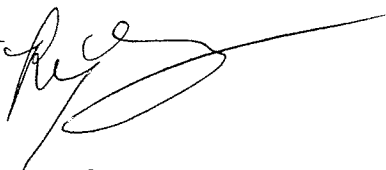
**Proposal No.: 2**

*The Union proposes the following new section:*

**11.17 Recruitment and Retention Differentials**

- A. Upon approval by the DPA, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the DPA.
- D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

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Kathleen Jones  
Jerry Rawhead

Maryl Gordon

  
Ava Goldman

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11/5/08

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**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: 11/5/08**

**Article and Section No: 11.64.21**

**Proposal No.: 3**

*The Union proposes that no changes be made to the following section:*

**11.64.21 Professional Development Incentive**

The State recognizes the importance of continuing professional development within the education community. To encourage employees to enhance their education expertise, Unit 21 employees shall be granted a professional development incentive of three hundred dollars (\$300). Employees are entitled to receive this incentive only once, and shall be subject to the following criteria:

- A. Employees must have completed at least six (6) hours of education study and/or research in order to enhance their professional capabilities.
- B. Eligibility must be verified and approved by the employee's departmental ERO/LRO. Verification will be submitted on a form provided by the State.

TA 11/5/08

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pg 260

TA 11/5/08

3:24pm

*[Signature]*  
Judy Lawhead  
*[Signature]*  
Kathleen Thomas  
for Goldman  
Miguel Cordova



BU 21

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pg 1 of 3

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

**Article and Section No: 11.65.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**11.65.21 Arduous Pay Differential (Unit 21)**

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property.)

Requests for arduous pay shall be made to the DPA on a case-by-case basis by the employing department. The DPA shall evaluate said requests based on whether they satisfy all of the following.

**1. Nonnegotiable Deadline or Extreme Urgency**

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

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**2. Work Exceeds Normal Work Hours and Normal Productivity**



The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.

### 3. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

### 4. Work involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would not normally satisfy this requirement because time off can be arranged as compensation for this

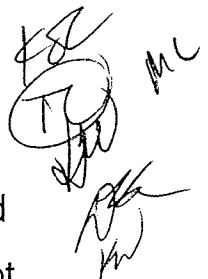
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### 5. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work. Department decisions not



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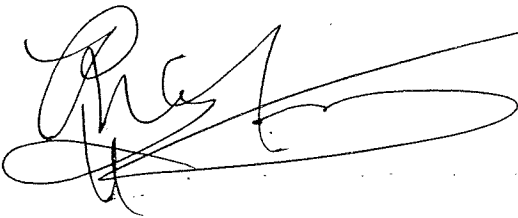
pg 3 of 3

to submit arduous pay requests to the DPA, and DPA decisions  
to deny arduous pay, shall not be subject to the grievance or  
arbitration provisions of this agreement.

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5:07PM

6/11/08

JA

Kathleen Stonor  
Judy Lawhead  
Tina Wanner  
K.A. Winkler  
Meryl Corbin



State  
~~UNION~~ PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

Article and Section No: 12.1

TA 2/13/9 9:07 pm

*The Union proposes the following changes be made to the following section:*

**12.1 Business and Travel Expense**

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The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will, be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not

include taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

- a. Statewide:

Breakfast up to ~~six dollars (\$6)~~ eight dollars (\$8)

Lunch up to ~~ten dollars (\$10)~~ fifteen dollars (\$15)

Dinner up to ~~eighteen dollars (\$18)~~ twenty five dollars (\$25)

Incidentals up to ~~six dollars (\$6)~~ seven dollars (\$7) (Every full twenty-four [24] hours of travel)

Total up to ~~forty dollars (\$40)~~ fifty five dollars (\$55)

2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. - Breakfast may be claimed

Trip begins at or before 11 a.m. - Lunch may be claimed

Trip begins at or before 5 p.m. - Dinner may be claimed

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Statewide, in all locations not listed in C below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to eighty-four dollars (\$84) plus applicable taxes.

B. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars (\$140) plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.

## 2. State Sponsored Conferences or Conventions

For receipted lodging while attending State sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.

### 3. Non-State Sponsored Conferences or Conventions

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires prior advance written approval from the DPA. The DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within fifty (50) miles of his/her home or headquarters.

Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
  - The employee continues to maintain a permanent residence at the primary headquarters, and
  - The permanent residence is occupied by the employee's dependents, or

- The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of one thousand one hundred thirty dollars (\$1,130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars (\$5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

- Long-term subsistence rates of twenty-four dollars (\$24) for actual meals and incidentals and twenty-four dollars (\$24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars (\$24) for actual meals or twenty-four dollars (\$24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for

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receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars (\$12) for actual meals or twelve dollars (\$12) for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift remain at the job or long term assignment (LTA) location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change DPA policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies. The following clarifies DPA policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

D. Out-of-State Travel: For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-

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State travel will be reimbursed in accordance with the provisions of long-term travel above.

E. Out\_of\_Country Travel: For short-term out\_of\_country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, appendix B. Long-term out\_of\_country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the DPA. Subsistence shall be paid in accordance with procedures prescribed by the DPA. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

#### 1. Mileage Reimbursement

- a. Effective July 1, 2006, when an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR).

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b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. Specialized Vehicles – Effective July 1, 2006, employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of fifty cents (\$.50) cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence; the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less:" If the employee begins travel

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one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

5. State employees may be reimbursed for up to two (2) checked bags as a business expense.

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10) or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, fax tax, or other business charges related to State business of five dollars (\$5) or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

*John Chapman*

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H. Within thirty (30) days from the date of ratification of this contract,  
the State and the Union agree to establish a committee with an equal  
number of representatives to discuss business and travel expenses  
and make recommendations by June 1, 2009 for implementation by  
July 1, 2009.

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Buz unit 15

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**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 12.2**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.2 Moving and Relocation Expenses**

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

TH  
9/16/08  
1:38 PM  
J. Sanders

9/15/08 <sup>cur</sup>  
D. [Signature]  
#1  
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#22

J Lawhead 421  
 Dave 421  
 Charles 4-15  
 Tom 4-15  
 Brad Willis Bu 11  
 Al 4-15  
 Miss 4-15  
 Diana 4-15



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

CT  
2/13/09  
9:07 p 17A

**Article and Section No: 12.4**

**Packaged Proposal #4**

*The Union proposes no changes be made to the following section:*

**12.4 Commute Program**

A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the vanpool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute

*[Handwritten signatures and initials on the left margin, including names like "B...", "L...", "J...", "M...", "G...", "D..."]*

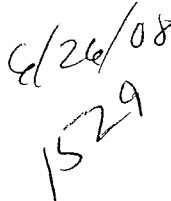
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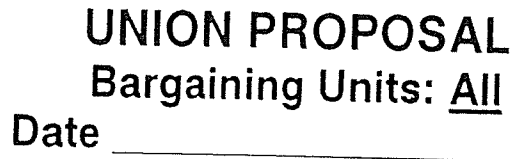
together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65)-per month or in the case of the primary vanpool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

*[Handwritten notes and signatures:]*  
R. Jones  
Budget Unit  
Budget #4  
L. Baker BU 17  
J. Smith BU 75  
M. Madhwal BU 21  
J. Rawhead BU 21  
J. Russell BU 23  
J. [Signature]



11/19/94  
 (Dawson)  
 South  
 Gungahlin  
 Dawson  
 Mary  
 Hodge  
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 Willis  
 Gungahlin  
 Bue 1  
 Bue 15  
 Bue 11  
 Bue 14  
 Bue 1



*The Union proposes the following changes be made:*

TA 2/13/9  
9:57 PM

Where SEIU Local 1000 represented employees are currently paying rent, the State agrees not to increase rental rates. This provision expires June 30, 2010. Where any provision below conflicts with this provision, this provision shall supercede and control.

Annually for the duration of this Contract, current rental rates for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars (\$75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.

*John Chagnon*

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3 June 3 4-15

4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

#### B. Utilities

Annually current utility charges for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

4. Notwithstanding any of the above, the Department of Fish and Game (DFG) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

SENTIA

Mr. [Signature]

Mr. [Signature]

UNIT II

UNIT II

[Signature]

Unit 3 4-15

D. The DFG is committed to improving the quality of State owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of article 6 of this Contract.

# E. Possessory Interest Taxes – DFG (Unit 11)

## 1. Reimbursement for Possessory Interest Taxes

The DFG will directly pay the possessory interest taxes for reimburse Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. The employee shall follow department procedures and submit any possessory interest tax bills to the department as soon as they are received by the employee. ~~Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.~~

## 2. Working Condition Fringe Benefit Exception

(a) This subsection E(2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.

(b) Possessory interest reimbursement provided by the DFG shall not be reported to the SCO as income subject to

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John Chagnon

taxation and other withholdings when an employee completes required forms and submits them to the DFG by the date management specifies. The DFG shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.

~~(c) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not applied. Employee requests for reimbursement shall be made on a form provided by the DFG. Employee requests must be submitted to the DFG no later than June 30, 2002.~~

~~(c) (d) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.~~

#### F. Possessory Interest Taxes

~~The parties agree to seek a determination from the IRS about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in State owned housing as a condition of employment. The parties shall abide by this determination.~~

SENT 1/11  
Margo Mader  
Ray Bunker #4  
Ed Bunker  
R. Bunker  
B. Bunker  
UNIT 11  
Buzi  
Buzi  
Buzi  
Buzi

John Chagnon

sent 5 475



**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: \_\_\_\_\_**

11/3/08  
5:58pm

**Article and Section No: 12.8.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.8.21 Overtime Meals - Work Week Group 2 (Unit 21)**

When a BU 21, WWG 2 employee is required to work overtime, the employee may be furnished with a meal or provided an overtime meal allowance of up to eight dollars (\$8). Receipts may be required. To be eligible for the meal or the allowance, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled work day. No more than three (3) overtime meal allowances may be claimed during any twenty-four (24) hour period.

TA 11/3/08  
5:58pm

*[Signature]*  
ps 242

TA 11/3/08  
5:58pm  
Jury Lawhead  
*[Signature]*  
Ruth Goldman  
Miguel Ambr

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

7/23/08  
11:10am

Exclusive Representative: SEIU

ARTICLE  
12.10

SECTION  
Damaged or Destroyed Personal Property

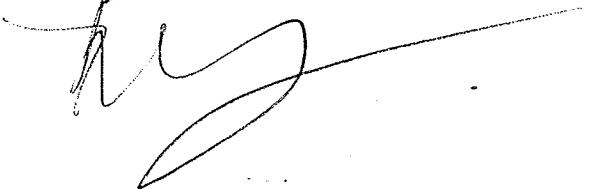
**12.10 Damaged or Destroyed Personal Property**


In accordance with established procedures, when requested by an employee, a department may pay, upon receipt, the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay, upon receipt, the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

TA

1/25/09

2:42am



TA 1/25/09 2:48pm  
Jawhead  
F. White Stone  
Ava Goldman  
Miguel Lopez  
Mark E. Smith  




Bu 21

12.11

pg 1 of 2

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

Exclusive Representative: SEIU

7/23/08  
11.12

ARTICLE  
12.11

SECTION  
Uniform Replacement Allowance

**12.11 Uniform Replacement Allowance**

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed \$450 per year. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.

1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.

2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the

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pg 338

grounds of their facility and to and from their work location including associated incidental travel.

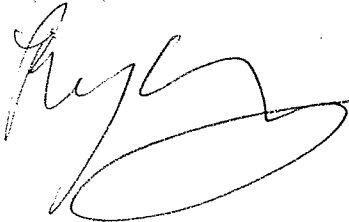
5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.


B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

TA  
2:31am  
1/25/09



TA 2:31AM  
1/25/09  
Kathleen Rom  
you Goldman  
Myel Cardon  
J. Hawhead  
Mark E. Smith  


# MANAGEMENT PROPOSAL

Bargaining Unit: 21

8/12/08  
2:33pm

Exclusive Representative: SEIU

## ARTICLE

## SECTION

12.13.21

### **Business Equipment, Materials and Supplies**

A. The State shall determine what equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.

B. Employees may request that specific business equipment, materials, and supplies be made available for their use in the job. It is the intent of the State to provide business equipment, materials, and supplies to enable the employees to perform assigned duties and responsibilities.

B. C. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

TA 8/12/08  
3:16 p  
[Signature]  
pg 177.

TA 8/12/08  
Jerry Hawhead  
[Signature]  
Kathleen Olson  
for Goldman

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

7/25/08  
10:43 am

Exclusive Representative: SEIU

ARTICLE  
12.14

SECTION  
Professional Organizations


**12.14 Professional Organizations Development**

A. In recognition of the professional nature of Unit 21 employees, each department, commission, board, or agency shall reimburse a Unit 21 employee for up to \$75 per year for membership dues in job-related professional societies or associations.

B. As Departmental technology becomes accessible, the State shall provide online access to professional journals or publications available through the State Library.

TA  
1/25/09  
3:38 am



TA 1/25/09 3:38 AM  
J Law head  
Kathleen Olson  
Hra Goldman  
Myndy Cobb  
Shirley E. Smith  


1/12/08  
2:27pm

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

Exclusive Representative: SEIU

ARTICLE  
12.15

SECTION  
Reimbursement of Fees

**12.15 Reimbursement of Credential/License Fees**

The State agrees to reimburse Unit 21 employees up to a maximum of \$200 per year for credential and/or license renewal fees for one job related credential and/or license where such credential and/or license is issued by a State agency.


TA 1/25/09  
3:29am



TA 1/25/09  
3:29AM

J Lawhead  
Kathleen Row

Ira Goldman  
Myra Calkins

Paul E. Smith  




BU 21 12.24 pg 1.72  
**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

**Article and Section No: 12.24.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.24.21 Class A and/or Class B Commercial Driver's License (Unit 21)**

**Fee Reimbursements**

A. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

1. The employee is authorized at least ten (10) work days in advance by his/her supervisor to take the examination;

2. The employee has a valid, current medical certification acceptable to the DMV.


3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

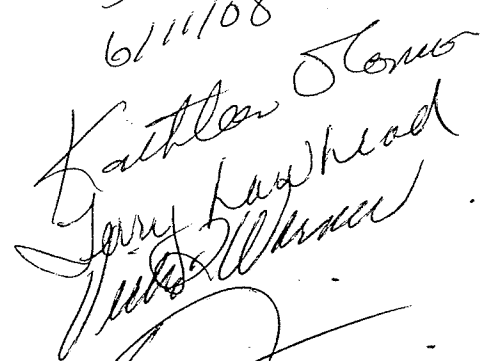
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B421 12.24 pg 2 of 2

- B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
- C. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
- D. Reimbursement for commercial driver's license fees paid by an employee will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

TA 6/11/08  
4:12pm  


TA  
5:11PM  
6/11/08  
Kathleen Jones  
Gary Kayhead  
  
K.A. Weinman  
M. J. [unclear]

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

6/13/08  
3:30PM

Exclusive Representative: SEIU

The State is proposing a change in the current language, as shown below, for the following section:

ARTICLE  
12.25

SECTION  
Class A and/or Class B Commercial Driver's License Medical  
Examinations

**12.25 Class A and/or Class B Commercial Driver's License Medical  
Examinations**

The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

- A. The employee fails the first medical examination, or the certification submitted is not accepted by DMV;
- B. A second medical examination is authorized and conducted; and
- C. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

TA  
6/13/08 4:01PM  
Pg 17

7A 6/13/08 4:01PM  
Kathleen O'Connor  
K.A. Winkham  
Levy Lawhead  
Theodore Danner




# MANAGEMENT PROPOSAL

## Bargaining Unit: 21


Exclusive Representative: SEIU

### 12.X Travel to Morning Meetings Over 90 Miles From Assigned Work Location

Employees required to attend meetings before 8:00 AM, and for which the meeting is held more than ninety (90) miles from the employee's headquarters, may request their manager to approve prior night lodging at department expense. Management will take into consideration weather and other travel conditions before approving or rejecting such requests.

TA  
1/25/09  
12:23am  


P9329

25 to  
1/19/09  
12:23am  
12:23am  
TA  
Lawhead  
  
Myra Cole  
Ash E. [unclear]  
Ava Goldner  
Kathleen O'Connor

# MANAGEMENT PROPOSAL

## Bargaining Unit: 21

Exclusive Representative: SEIU

### 12.XX Timely Reimbursement of Travel Expense

If an employee is not required to use CalATERS for travel expense reimbursement, the State agrees to reimburse the employee for all business and travel expenses in accordance with section 12.1 within thirty (30) calendar days from the date the employee submits a claim to his/her supervisor.

Within 30 day of ratification by the legislature, the California Teachers Credentialing (CTC) will meet with representatives of SEIU to discuss the CTC's the reimbursement process with the intent of streamlining and expediting the reimbursement process.

JA

1/25/09 12:24 am  
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pg 329

JA 1/25 to 1/29/09  
[Signature]

Margaret Olson  
Debra E. [Signature]  
Dora Goldman  
Kathleen O'Connor

12:24 AM  
6:25 PM

# Management Proposal

Bargaining Unit: SEIU Common Table

Exclusive Representative: SEIU

DATE: 11/17/08  
1524

Subject: Article XIII, Section 13.1 – Performance and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

*LaFander*  
*11/18/08*  
*5:56pm*

*John Shuler 11-15*  
*Walter Cretley 11-17*  
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- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

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Brad Willis BU 11  
J. Hawhead BU 21  
Allen [Signature]  
BU 14  
D. [Signature]  
G. [Signature] BU 44  
W. [Signature] BU 1  
K. [Signature] BU 13

To  
Ganders  
11/18/08  
5:56 PM



UNION PROPOSAL  
Bargaining Unit: Unit 21  
Date: \_\_\_\_\_

11/1/08  
2:16pm

Article and Section No: 13.2

Proposal No.: 1

*The Union proposes the following new section to Article 13:*

**13.2 Personal Performance Session**

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

TA P524Z  
11/3/08  
5:20pm

TA'd  
11/3/08 5:20pm  
Jenny Lawrence  
  
Kathleen Brown  
Jana Goldman  
Miguel Cordova



**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: \_\_\_\_\_**

11/15/08  
1:21pm

**Article and Section No: 13.6.21**

**Proposal No.: 3**

*The Union proposes the following changes to the following section:*

**13.6.21 Performance Appraisal of Permanent Employees (Unit 21)**

A. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.

B. In general, in the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed to be satisfactory.

C. B. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of his/her performance appraisal through the third step of the grievance procedure which shall be the final step of appeal.

D. C. When a department intends to establish a new performance appraisal system or make major modifications in their existing performance appraisal system, the Union will be notified and given the opportunity to meet and confer over the impact of the change(s) pursuant to article 24.1 (Entire Agreement).

*[Signature]*  
K. A. Nelson - O'Connor

*[Signature]*  
J. Shawhead  
Kara Goldman

TA 11/12/08  
2:23pm

TA 11/12/08  
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pg 269

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

6/16/08  
11:46 AM

Exclusive Representative: SEIU

ARTICLE  
13.10

SECTION  
Education and Training Required by Department

**13.10 Education and Training Required by Department**

A. The State agrees to reimburse Unit 21 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to

1. Tuition and/or registration fees;
2. Cost of course-required books
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, section 12.1 of this Contract.

B. ~~Advance Application~~— An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.

C. ~~Incomplete Assignment~~— (1) ~~General~~. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. (2) ~~Exceptions~~. However, ~~the~~ employee or his/ her estate shall receive

reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.

D. ~~No deduction from education leave balances~~. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section E, below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.

E. ~~Required new or revised credential~~. When a Unit 21 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.

TC  
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3:27 PM

6/16/08

Victor [Signature]  
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Kirk [Signature]  
J. [Signature]

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6/16/08 3:27 PM  
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pg 36

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

Exclusive Representative: SEIU

6/16/08  
11:48 AM

ARTICLE  
13.12

SECTION  
Employment Opportunities

**13.12 Employment Opportunities**

Departments shall upon request make available employment opportunity information to Unit 21 employees. Such information shall be posted on a bulletin board selected by each department. Information is available on the State Personnel Board website at [www.spb.ca.gov](http://www.spb.ca.gov)

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6/16/08 4:36pm  
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Pg 40

TA  
4:36 PM  
6/16/08  
Kathleen Jones  
K. A. Winkler  
Jerry Hawkhead  
[Signature]





**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

TA 1551 06/13/08

1553

**Article and Section No: 13.18.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**13.18.21 Professional Development Committees (Unit 21)**

The purpose of professional development committees is to enhance professional development of Unit 21 employees through continuing education and training and improve professional standards through the review and revision of classification specifications.

Upon request of the Union and with the concurrence of the department head or designee, a professional development committee may be established according to the following guidelines:

1. The committee will consist of equal numbers of management and Union representatives. However, there shall not be more than three (3) management representatives and three (3) Union representatives, unless increased by mutual agreement.

2. Committee recommendations, if any, will be advisory in nature.

Professional development committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

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6/13/08 3:31pm

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TA 6/13/08  
Shawhead  
Kathleen Brown  
K. G. Winkler



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

Article and Section No: 13.X.

TA  
2/13/19  
9:07 pm

*The Union proposes the following section be added to Article 13:*

**13.X The Institute for Quality Public Services**

**A. The Institute for Quality Public Services**

The Union and the State shall establish the Institute for Quality Public Services. The Institute shall consist of a Joint Labor-Management Training Committee and a Trust Fund.

The purpose of the Institute is to administer continuing education and professional development programs for SEIU Local 1000 bargaining units.

**B. Joint Labor-Management Committee**

The State and the Union shall each be entitled to select a maximum of nine (9) representatives to the committee. The co-chairs of the committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. Committee members shall serve without loss of compensation. The committee shall meet a minimum of once a month. The committee is charged with <sup>developing</sup> ~~establishing~~ a Trust Fund that meets all applicable state and federal requirements.

**C. Training Programs**

<sup>1.</sup> The programs which the committee shall make available to employees shall provide both continuing education and

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John Chapman

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professional development, with the goal of providing quality public services and career opportunities for state employees.

The committee shall explore (but not be limited to) the following:

- a. Grants
- b. On-line courses and catalogs
- c. College courses and catalogs
- d. Certificated programs for occupational groups
- e. Survey/assessment tool to focus on employee strengths and training needs
- f. In-service training
- g. Scholarship programs
- h. Other career development opportunities.
- i. Apprenticeship Programs

2. The form, content and funding of these programs shall be developed and established by the committee. In this regard, it is the intent of the parties that the committee engages qualified professionals and specialists in the delivery of adult education and training to create detailed curricula for all aspects of the training programs.

#### D. Institute Trust Fund

Effective July 1, 2009, the State shall contribute one million dollars (\$1,000,000) to the Institute for use by the Trust Fund. The

trustees shall be responsible for the tracking and accountability of the funding, which shall include appropriate reports to the Legislature which it may require.

Nothing shall preclude the union from contributing to this trust fund

SEIU TIA

Mr. [unclear]  
Unit 14

Mr. [unclear]  
Unit 11

Mr. [unclear]  
Unit 17

Unit 3

[Signature]

The trust fund shall be administered by five (5) trustees appointed by the Union and five (5) trustees appointed by the State. The trustees will administer training programs recommended by the committee. All direct staffing and administrative costs, as well as providers, shall be paid through the Trust Fund.

The parties agree that the Labor Management Committee is designed to work out all implementing details of a trust fund and that the committee will provide all recommendations to the Legislature for their consideration prior to the establishment of the trust.

sent to  
 Mr. Mudd  
 Mr. Baker #4  
 Mr. Baker  
 Unit 14  
 Mr. Baker  
 Unit 11  
 Mr. Baker  
 Unit 17  
 Mr. Baker  
 Unit 15

Julie Chapman



# UNION PROPOSAL

**Bargaining Units: All**

DATE: \_\_\_\_\_

**Article and Section No: 14.1**

**Proposal No.:**

*The Union proposes no changes be made to the following section:*

## 14.1 Classification Changes

- A. When the DPA proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the DPA regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the SPB for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.
- E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

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2/13/09  
9:07 P  
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Article and Section No: 14.2

*The Union proposes no changes be made to the following section:*

14.2 Out-of-Classification Grievances and Position Allocation  
Hearing Process

A. Definitions

1. An employee is working "out of class" when he/she spends a majority (i.e., more than fifty percent [50%]) of his/ her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California SPB specification.

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the

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highest range of the class in which the employee holds an appointment.

3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

#### B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:

- a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
- b. Cannot feasibly be met through use of other civil service or administrative alternatives.

2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.

3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to

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 John Chapman

Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.

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4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.

5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

The grievance and arbitration procedure described in subsection D. below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the DPA referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.

*[Handwritten signature]*

2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.

3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.



4 5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

#### D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.

2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:

- a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
  - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.
- c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.

Julius C. Morgan

3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in article 6.

4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.

5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the DPA.

6. The Director of the DPA or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

7. If the grievance is not resolved by the DPA, the Union shall have the right to submit the grievance to arbitration in accordance with article 6, section 6.11.

8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.

Juan Chapin

Alfred  
Wright

Brad Wilton  
Bu 4  
Lycia  
BU 17  
Janet Buys

Inez Miller  
BU 24

J. Lawhead  
BU 21

Donna  
U3

E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.

~~F. The parties agree to support legislation to amend Government Code section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.~~

~~1. Government Code section 19818.8(a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by section 19050.8.~~

~~2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding (MOU) reached pursuant to section 3517.5, the MOU shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.~~

*Margala  
Milela BU1  
Kanna  
Brook  
UNIT 11*

*N Lyula  
BU 17  
Janet 3 u-15  
Long Park #4  
Lawhead BU 1  
M... unit 14  
D... BU 3*

*John Chapman*



# UNION PROPOSAL

Bargaining Units: All

June 20, 2008

Article and Section No: 14.3

Proposal No.: 1

*The Union proposes the following changes be made to the following section:*

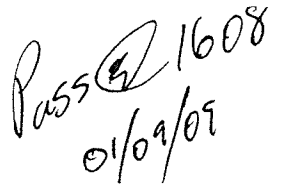
## 14.3 Classification/Pay Data

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

*La'd  
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Sanders  
6/20/08*

*TAld*  
*Donna BU3*  
*Greg Thelus BU15*  
*N Lyerla BU17*  
*Conie Kalamy BU11*  
*Larry Lawhead BU21*  
*Larry Belfer #4*  
*M. J. B. BU14*  
*Rutha B. BU20*  
*Quinn Lipton #21*

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date \_\_\_\_\_**

Pass  1/6/08  
01/09/09

**Article and Section No: 14.4.21**

**Proposal No.: 3**


*The Union proposes the following changes be made to the following section:*


**14.4.21 Duty Statements, Post Orders, and Work Instructions (Unit 21)**

Departments shall provide each Unit 21 employee with a current duty statement within fifteen (15) calendar days of request. Duty statements must comply with the SPB job classification specifications. Upon request, an employee who is transferred or reassigned on a permanent basis shall be provided a revised duty statement.

Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent.

TA  
1/25/09  
12:27am

  
Pg 329

TA 1/25/09 12:27 AM  
J Lawhead  
  
Myel Calor  
And Goldman  
Thank I Am  
Kathla Tom



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date \_\_\_\_\_**

8/26/08  
3pm

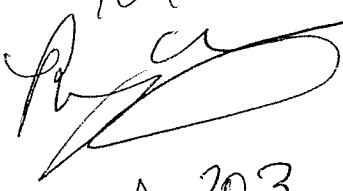
**Article and Section No: 14.5**

**Proposal No.: 1**

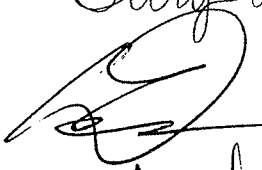
*The Union proposes the following new section:*

**14.5 Automation and New Technology**

The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

TA 9/25/08  
10:49 am  
  
Pg 203

TA 9/25/08  
10:49 AM

Kathleen O'Connor  
Terry Rawhead  
  
Michael C. Goldner  
for Goldman



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 20, 2008**

**Article and Section No: 14.6**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**14.6 Job Announcements**

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

Ta'd  
Sanders  
6/20/08  
1:56pm

Ta'd 1:56  
6-20-08

Donna - BU 3  
M Wilson BU 1  
J Lawhead BU 2  
N Lyerla BU 17  
Carly Daniels BU 1  
Connie Fabeany BU 11  
Rolya Shales BU 15  
M Jy BU 14  
Randy Brio



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date 11/5/08**

4:02 PM

**Article and Section No: 14.7**

**Proposal No.: 2**

*The Union proposes the following new section:*

**14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees**

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

TA  
11/25/08  
2:25 am  
*[Signature]*

7A 11/25/08  
2:25 AM  
*Kathleen Blome*  
*Joan Golden*  
*Myra Calvo*  
*J Lawhead*  
*Shirley E. Smith*  
*[Signature]*





UNION PROPOSAL  
Bargaining Units: All  
June 26, 2008

Article and Section No: 14.8

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

14.8 Contracting Out

A. Purpose

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

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J Sanders  
R. [unclear]  
Nancy Lyeila BU 17  
12/2/2  
Leary Lawhead u21  
[unclear] BU3  
[unclear] TA  
[unclear] [unclear]  
[unclear] BU11  
[unclear] BU4

### C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed, but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(1).
3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

### D. Review of Personal Services Contracts In Existence

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit class specifications. For each contract,

Tad Saunders  
6/11/18/08  
11:22am

11/18/08  
TL  
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departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

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11:22am

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[Signature] CLF

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D(1) above, the Union and the department shall begin reviewing the contracts. The Union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the Union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and department.
3. The Union and the department will continue to meet as necessary to examine personal services contracts which have been let.
4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:
  - (a) Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;

Ta J. Gaudin  
11:55am  
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#4

- (b) Enabling the employment of bargaining unit employees for services currently performed by contractors;
- (c) Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
- (d) Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives;
- (e) Such other purposes as may be mutually agreed upon.

#### E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles:
  - (a) The duties at issue are consistent with the bargaining unit employee's classification;
  - (b) The bargaining unit employee is qualified to perform the job; and,
  - (c) There is no disruption in services.

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11:25  
7/18/08

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2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.

F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

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G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

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(TL) CCF



BU21 14.22 ps 1072

**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: 11/12/21**

3:18 PM

**Article and Section No: 14.22.21**

**Proposal No.: 4**

*The Union proposes the following changes be made to the following section:*

**14.22.21 Joint Union/Management Committee (Community Colleges)**

~~During the first twelve (12) months of this agreement, the California Community College Chancellor's Office (CCCCO) agrees to meet with representatives of the Union to determine if changes to the class specifications for the Community Colleges Program Assistants I and II are needed. If changes to the specifications are determined to be appropriate the CCCCCO agrees to pursue revisions to the class specifications in accordance with Section 14.1 of this agreement.~~

No sooner than six (6) months, and no later than nine (9) months, after ratification of this Contract, the California Community College Chancellor's Office and the Union shall commence meeting to conduct a review of the Community Colleges Administration classification series. Both parties shall provide their suggestions with respect to this series two (2) weeks prior to the first meeting.

The Union shall have up to three (3) representatives at these meetings. Employees who participate in the Committee shall suffer no loss of compensation while attending these meetings. Changes to the classification series shall be made in accordance with Section 14.1 of this Contract.

Code Class

2549 Community College Program Assistant I

TA 11/12/21  
[Signature]

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11/12/21  
Kathleen O'Connor  
[Signature]  
J. H. [Signature]  
Kva Goldman  
[Signature]



2550 Community College Program Assistant II

2539 Specialist in Academic Planning and Development and Development,  
CA Community Colleges

2530 Specialist in Agricultural Education, CA Community Colleges

2531 Specialist in Business Education, CA Community Colleges

2540 Specialist in Criminal Justice Education, CA Community Colleges

2544 Specialist in Employment and Certification, CA Community Colleges

2508 Specialist in Facilities Planning and Utilization, CA Community  
Colleges

2525 Specialist in Fiscal Planning and Administration, CA Community  
Colleges

2458 Specialist in General Vocational Education, CA Community Colleges

2535 Specialist in Health Occupations, CA Community Colleges

2465 Specialist in Homemaking Education, CA Community Colleges


2534 Specialist in Industrial Education, CA Community Colleges

2551 Specialist in Information Systems and Analysis, CA Community  
Colleges

2560 Specialist in Library Planning and Development, CA Community  
Colleges

2547 Specialist in Public Service Occupations, CA Community Colleges

2565 Specialist in Student Services Planning and Development, CA  
Community Colleges

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4:00 PM  


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UNION PROPOSAL  
Bargaining Units: Unit 21  
June 11, 2008

TA 1544 06/13/08  
1743

Article and Section No: 14.23.21

Proposal No.: 1

*The Union proposes the following changes be made to the following section:*

**14.23.21 Bus Driver Training Specialist Classification**

CDE (TL)  
AY

During the term of this agreement, the ~~DOE~~ agrees to continue meeting with representatives of the Union to determine if changes to the class specifications for the Bus Driver Training Specialist classification are needed. If changes to the specifications are determined to be appropriate, the ~~DOE~~ agrees to pursue revisions to the class specifications in accordance with section 14.1 of this agreement.

CDE (TL) pr

JA  
6/13/08  
3:44pm

Pg 1 of 6

3:44pm  
TAd 6/13/08  
J Lawhead  
Kathleen Donor  
K.A. Winkler



UNION PROPOSAL  
Bargaining Unit: Unit 21  
Date: \_\_\_\_\_

1/25/09  
2:37am

Article and Section No: 14.XX.21

Proposal No.: 3

*The Union proposes to add the following new section to Article 14:*

14.XX.21 Joint Labor/Management Committee (Archivist Class Series)

Within thirty (30) days of contract ratification, the Secretary of State shall meet with the Union for the purpose of determining whether or not the Archivist class series should be updated.

The Joint Labor/Management Committee (Committee) shall conduct a classification study of the Archivist class series listed below to determine if the salaries and duties being performed are appropriate for the classes. The Committee shall consist of five (5) representatives selected by the Union and five (5) representatives selected by the State.

The Committee shall commence meeting no later than three (3) months after ratification of this Contract, and shall meet at least monthly until the study is completed. The study shall be completed no later than twelve (12) months after ratification of this Contract.

Changes to the classification series shall be made in accordance with Section 14.1 of this Contract. Employees who participate in the Committee shall suffer no loss in compensation.

Code Class  
2805 Archivist I  
2804 Archivist II

pg 338

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1/25/09  
2:39am  
[Signature]

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2:39am  
J. Lawhead  
Kathleen Blom  
Ava Goldman  
Myra Carder  
[Signature]



B121 15.1 ps 1072  
**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
Date: 1/9/09

4:50 PM

**Article and Section No: 15.1**

**Proposal No.: 3**

*The Union proposes no changes be made to the following section:*

**15.1 Appeal of Involuntary Transfer**

A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the DPA disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the DPA laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.

TA  
8:53 PM

1/19/09

Ag 318

8:53 PM TA 1/19/09  
J. Hawhead  
B58  
Ara Goldman

- D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the DPA, SROA definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA process. Article 16 shall govern employee rights and appeals under these conditions.
- E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D above.
- F. When a department has two (2) or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence, consideration shall be given for the affected employee's seniority in accordance with Government Code section 19994.2.

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8:53pm TA 1/19/09  
 Miguel Carbrera  
 [Signature]  
 J Lawhead  
 [Signature]  
 Anna Goldman  
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UNION PROPOSAL  
Bargaining Units: All  
June 20, 2008

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*BU 3*  
*BU 15*  
*BU 17*  
*BU 11*  
*BU 21*  
*BU 4*  
*BU 14*  
*BU 16*

Article and Section No: 15.3

Proposal No. 1

*The Union proposes that no changes be made to the following section:*

*New language for 17/21*  
**15.3 Hardship Transfer**

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable DPA laws and rules.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

This section is not subject to the grievance and arbitration procedure of this Contract.

*Lo Sanders*  
*4:39pm 6/20/08*



B421 15.4 pg 1 of 2  
**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

TAC 1127  
06/16/08  
1553

**Article and Section No: 15.4.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**15.4.21 Employee Opportunity Transfer (Unit 21)**

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department.

2. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

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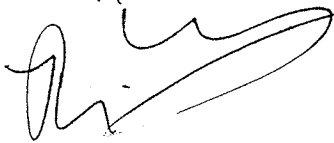
C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

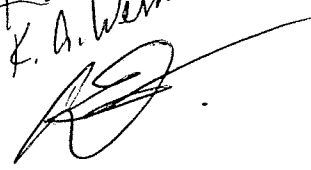
D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

TA

6/16/08

11:29am



TA 11:29AM  
6/16/08  
J Lawhead  
Kathleen Stover  
K. A. Winkum  






UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

Article and Section No: 16.1

Proposal No.: 3

*The Union proposes the following changes be made to the following section:*

**16.1 Layoff and Reemployment**

A. Application

Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may lay off employees pursuant to this section.

4.00 B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable SPB and DPA rules.

C. Notice

1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by DPA. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.

2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to

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C. Notice  
1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by DPA. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.  
2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to

To Frances  
9/26/08  
9/28/08

notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

#### D. Grievance and Arbitration

Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

### E. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code sections 19997.8 through 19997.10 and applicable DPA rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

## F. Reemployment

In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with section 19056 of the Government Code.

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9/30/08

### G. State Service Credit for Layoff Purposes

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Khan Buzi

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Don K. New Buzi  
Don Bred Don & Buzi 7  
Charles su 15  
I need

Don't know  
Marianne Davis & Co. & Co. 15  
Rohy Charles 15  
Marianne Davis & Co. & Co. 15

Polk March 2nd  
D. W. Moore

Charles ex 15  
Mar 15 Med U  
Dunham row

4306  
L. V. (unc) (unc)  
unc

Signature: *[Handwritten Signature]* BOA

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current SROA procedures.

- I. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

To  
Islands  
9/30/08  
4:06 PM

TALD

9/30/08

Bull  
Don & Lina Bull Buz  
Bred Willis Bull Buz  
Lionne Bred Lion Bull 7  
John Shrike Bulls  
Mandy Melinda H  
Kenny Brown  
Helen Jeff's Buz  
Lina Beech Unit #1



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

Article and Section No: 16.2

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to lay off employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

TA  
J Sanders  
9/30/08  
4:06 PM

4:06 PM  
TA  
9/30/08  
UNION  
Ruth Ann BOW  
Lakisha Jackson B014  
Jerry Lawhead  
Lolita Stokes U21  
Margaret Miller U1  
Doreen B013  
Brad Withers B011  
Dianne B016 B017  
Helen Jeffis B04



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

**Article and Section No: 16.3**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

to  
J Sanders  
9/30/08  
4:06 pm

TA 9/30/08  
UNION 4:06pm  
R. [Signature] BU 20 BUH  
L. [Signature] [Signature] BUH  
J. [Signature] head 401  
Margaret [Signature] BU 11  
D. [Signature] BU 3  
Brod [Signature] BU 11  
Foky [Signature] BU 15  
Karen [Signature] BU 15



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

Article and Section No: 16.4

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**16.4 Military Installations**

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

LA  
J Sanders  
9/30/08  
4:06pm

TA 9/30/08  
UNION 4:06pm  
Rogers Jones BU2  
Laraine Gibson BU14  
Tony Leehead BU1  
Margaret Muller BU1  
Danae BU13  
Brad Willis BU11  
Randy Shuler BU15  
Karen [signature] BU15



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

Article and Section No: 16.5

Proposal No.: 1

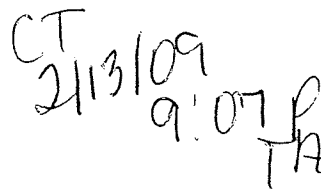
*The Union proposes that no changes be made to the following section:*

**16.5 Layoff Employee Assistance Program (EAP)**

Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

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J. Sanders  
9/30/08  
4:06 PM

TA 9/30/08  
UNION 4:06 PM  
Ronald J. Brown  
Latane (Celine) BU4  
I have head  
u 21  
Margaret U1  
Doreen BU3  
Brad Willis BU11  
Lohy Shules BU15  
Karen 2/1/08 BU4



Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

### 17.1 First Tier Retirement Formula (2% @ 55)

A. The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.

B. The table below lists the current First Tier age/benefit factors.

*John C. Chapman*



p2 CT 17.1

*[Handwritten signatures and initials]*

Brown  
and  
Mary  
Mary  
Mary  
Mary

*[Handwritten signatures and notes are present over the typed text.]*

Julia Chagnon

G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new miscellaneous and industrial members hired on or After January 1, 2007, inclusive of those in the ARP.

UNION  
Bred with Bull  
Alfred  
Margaret Mallick  
Jury Lawhead  
N. J. B. 17  
B. J. B. 15  
B. J. B. 14  
B. J. B. 13  
B. J. B. 12  
B. J. B. 11  
B. J. B. 10  
B. J. B. 9  
B. J. B. 8  
B. J. B. 7  
B. J. B. 6  
B. J. B. 5  
B. J. B. 4  
B. J. B. 3  
B. J. B. 2  
B. J. B. 1

John Chapman



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

CT  
2/13/09  
9:07P  
TA

Article and Section No: 17.2

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**17.2 Second-Tier Retirement Plan**

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

UNION  
Ramon M. M...  
Bridgette M... BU 11  
Allison M... BU 12  
Margaret M... BU 1  
Lenny Lawhead BU 17  
W. L... BU 4  
... BU 15  
... BU 3  
... BU 4 14

Julius Chapman



BU21

17.3

pg 1 of 2

6/11/08  
3:02 pm

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

**Article and Section No: 17.3.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**17.3.21 First Tier Eligibility For Employees In Second Tier**

- A. The Union and the State agree to the current implementation to allow employees who are currently in the Second Tier retirement plan to elect to be covered under the First Tier, as described in this article.
- B. The employees in Second Tier may exercise the Tier 1 right of election at any time after the effective date of 1/1/2000. An employee who makes this election would then be eligible to purchase past Second Tier service.
- C. Pursuant to Government Code section 21070.5, new employees who meet the criteria for CalPERS membership would be enrolled in the First Tier plan and have the right to elect to be covered under the Second Tier plan within one hundred eighty (180) days of the date of their appointment. If a new employee does not make an election for Second Tier coverage during this period, he/she would remain in the First Tier plan.
- D. Pursuant to Government Code section 21073.1, employees who elect to purchase their past service would be required to pay the amount of contributions they would have paid had they been First Tier members

TA  
RJTA  
KOL  
TL  
AG  
JLH

B421 17.3 pg 2 of 2  
during the period of service that they are purchasing. The amount will  
include interest at six percent (6%) annually compounded.

TA 11/12/08

2:41

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pg 271

TA 11/12/08  
2:41 PM

Kathleen O'Connor  
J Law head

Ava Goldman

Mark E. Phil



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

CT 2/13/09  
9:07 P TA

Article and Section No: 17.4

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**17.4 State Safety Retirement**

A. The Union and the State agree to participate in the State Safety retirement formula as prescribed by law.

B. The table below lists the current State Safety age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS
50	1.700
51	1.800
52	1.900
53	2.000
54	2.225
55 and over	2.500

*Julie Chapman*

*UNION*  
*Donna - BU 20*  
*Bridgette BU 11*  
*Cheryl BU 14*  
*Margaret Nelson BU 1*  
*Mary Lou BU 17*  
*Wanda BU 15*  
*Wanda BU 14*

C. There are factors for attained quarter ages, such as 52  $\frac{3}{4}$ . These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.

D. The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of \$317.





UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

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2/13/09  
9:07 p  
TA

Article and Section No: 17.7

Package Proposal

The Union proposes that no changes be made to the following section:

17.7 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code section 20047 "Enhanced Industrial Disability Retirement."

UNION  
Ramon...  
Bridget... BU 11  
Margaret... BU 14  
Lynn... BU 17  
Nancy... BU 15  
Domenica... #4  
... #4 14

John Chapman





**UNION PROPOSAL**  
Bargaining Units: All  
Date \_\_\_\_\_

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2/13/09  
9:07p  
TA

Article and Section No: 17.8

Package Proposal

The Union proposes that no changes be made to the following section:

**17.8 Employer-Paid Employee Retirement Contributions**

The State and the Union agree to continue the January 28, 1985, agreement regarding the IRS ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

UNION  
Bridges BU 11  
Morgan BU 14  
Law BU 17  
Waller BU 15  
Haley BU 15  
Dennis #3  
Carr #1

unit 14

John Chapman



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

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2/13/09  
9:07P  
TA

Article and Section No: 17.10

Package Proposal

The Union proposes that no changes be made to the following section:

17.10 1959 Survivor's Benefits - Fifth Level

A. Employees who are members of the CalPERS will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the MOU for this section.

B. Pursuant to Government Code section 21581(c), the contribution for employees covered under this new level of benefits will be two dollars (\$2) per month as long as the combined employee and employer cost for this program is four dollars (\$4) per month or less per covered member. If the total cost of this program exceeds four dollars (\$4) per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the CalPERS board.

C. The survivor's benefits are detailed in the following schedule:

1. A spouse who has care of two (2) or more eligible children, or three (3) or more eligible children not in the care of spouse: one thousand eight hundred dollars (\$1800).

P2 17.10

CT 2/13/04  
9:07P

2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse: One thousand five hundred dollars (\$1500).
3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age sixty (60): Seven hundred fifty dollars (\$750).

UNION  
Rosa Ann Bono  
Brenda Williams BU 11  
Arlene Brown BU 14  
Margaret Moberg BU 11  
Leroy Lawhead BU 17  
N. L. Lora BU 17  
Betsy Lora BU 15  
Arlene Brown BU 14  
Arlene Brown BU 14

John Chapman

**UNION PROPOSAL**  
**Bargaining Units: 21**  
**June 11, 2008**

3:53 pm

**Article and Section No: 17.11.21**

**Proposal No.: 1**

**The Union proposes that no changes be made to the following section:**

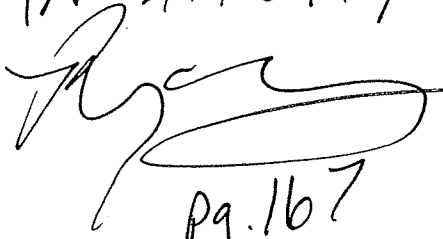
**17.11.21 Education Leave: Conversion at Retirement (Unit 21)**

The State and the Union agree to the implementation that would allow the conversion of educational leave into retirement service credit under the CalPERS. Upon the retirement of an employee whose educational leave balance was not limited, as specified in article 8.28.21, all of the accrued hours of educational leave will be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave.

Unused Education Leave for State Members.

Pursuant to Government Code section 20963.1, a Unit 21 employee whose effective date of retirement is within four (4) months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the board by the employer. The provisions of this section shall be effective for eligible State members who retire directly from State employment on and after January 1, 2000, provided a MOU has been agreed on by the State employer and the recognized employee organization to become subject to this section.

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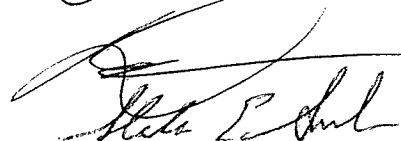
  
Pg. 167

TA Union

8/12/08 1:18 PM

Kathleen O'Connor  
Ira Goldman

J Lawhead





**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

3:53 PM

**Article and Section No: 17.12.21**

**Proposal No.: 1**

The Union proposes that no changes be made to the following section:

**17.12.21 Retirement Systems: State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS)**

The State and the Union agree to expansion of the provisions of Chapter 838, statutes of 1997 to include all State employees who are eligible for membership in both STRS and PERS.

TA  
11/12/08 2:45 PM  
  
Pg 271

TA 2:45 PM  
11/12/08  
Kathleen Connor  
  
Jury Law Head  
Ava Goldman



E. Upon mutual agreement, a department head or designee may grant a PI employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

F. A PI employee will become eligible for leave credits in the following manner:

1. Sick Leave - A PI employee who has completed one hundred sixty (160) hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:

a. Sick leave may be requested and taken in fifteen (15) minute increments.

X5. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.

c. The administration of sick leave for PI employees shall be in accordance with article 8, section 8.2, Sick Leave.

9/29/08

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b.

- a. Pay the PI employee in a lump-sum payment for accumulated vacation leave credits; or
- b. By mutual agreement, schedule the PI employee for vacation leave; or
- c. Allow the PI employee to retain his/her vacation credits; or
- d. Effect a combination of a, b, or c above.
- e. A PI employee will be subjected to the provisions of article 8.1, Vacation/Annual Leave.

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9/29/08



The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may;

- Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
- By mutual agreement, schedule the PI employee for annual leave; or
- Allow the PI employee to retain his/her annual leave credits; or
- Effect a combination of a, b, or c, above
- A PI employee will be subject to the provisions of article 8.1 Vacation/Annual Leave.

#### 4. Holidays -

- A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of article 19.2(B) apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2

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3.48 PM  
9/29/18

b. When a PI employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with article 7(G).

6. Jury Duty – A PI employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is

705

9/29/04

3:43 PM

State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.

G. Monthly paid PI employees shall be paid by the 15<sup>th</sup> of each month.

To: JS  
3.43  
9/29/06

I. Health Benefits – A PI employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

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 [Handwritten signatures and initials]  
 [Handwritten notes: "Broadwell's will be 1/1/09"]  
 [Handwritten notes: "In J. Lawrence"]  
 [Handwritten notes: "same 3/20/09"]

Vision Service Plan – A PI employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

K. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

L. Flex/Elect Program – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental

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hours 3:42 CEF

N. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their PI employee position by management.

O. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

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9/29/08  
B. B. B.  
JS

act.  
TA 9/29/08  
Donna  
Shirley 8-15  
John 8-4  
Bridget's Bu 11  
AK Cheryl Bu 14  
Marie's Bu 1  
Linda Bu 20  
Gus's Bu 17  
Mervin Bu 1



B421

19.1

ps 1072

# UNION PROPOSAL

Bargaining Unit: Unit 21

Date: 11/12/08

3:27pm

Article and Section No: 19.1.21

Proposal No.: 2

*The Union proposes no changes be made to the following section:*

## 19.1.21 Hours of Work

A. Employees in Work Week Group (WWG) 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:

1. Cash compensation shall be at one and one-half (1½) times the hourly rate.
2. Compensating time off shall be authorized at one and one-half (1.5) hours for each overtime hour worked.
3. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least one-quarter (¼) hour at any one time. Overtime will be credited on a one-quarter (¼) hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

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11/12/08

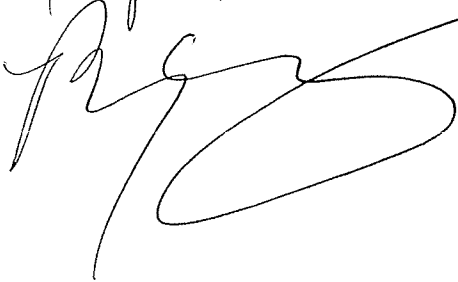
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T Law head  
Ara Goldsmyer  
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C. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.41 of Title 29 of the Code of Federal Regulations.

D. No employee in a classification assigned to WWG E shall have his/her salary reduced (docked) for absences of less than an entire day.

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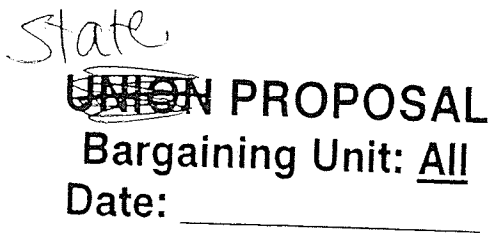


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11/12/08

Kathleen O'Connor



J Lawhead  
Ava G. Oldway  
Alto 2nd



TA  
2/13/9  
9:07 pm

## 19.2 Overtime

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TOP SECRET  
Gulf  
with

- ~~2000  
Kruskal  
B. C.~~

Unit 11  
Lan Boon  
Dana  
Buz

Julie Chozma



C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.

D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

E. CTO for employees shall be earned on a time one and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

F. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.

G. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.

H. Notwithstanding any other contract provision or law to the contrary, time during which an employee is excused from work because of sick leave shall not be counted as hours worked within the

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TOD  
All  
1/14

Wagner  
3/20/14  
UNIT II

Boas  
Dunlap  
BUT

met 3/4/15

John Chapman

workweek for purposes of determining if overtime has been earned.

~~This provision expires June 30, 2010.~~

- I. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.

1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.

2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on

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APR 11

BRILLIANT

UNIT 11

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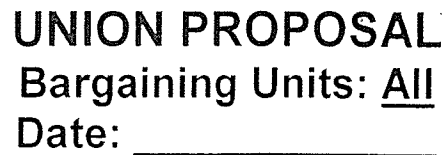
Jan 7 4-15

John Chagnon

- FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in I(2) above.

SENT TO  
Mungo Mallee  
4th Regt unit 14  
Rumour Bow  
Bridgell UNIT 11  
Bozi  
Dunbar Bul 3  
Jest 3 475

*John Chown*



CT  
2/13/09  
9:07 PM

## Packaged Proposal #5

## 19.5 Set Up/Shut Down Time

*[Handwritten notes:]*

- Rd
- Dad over BU 20
- Jan 14
- Unit 17
- Bond Wells Unit 11
- N Lyeola BU 17
- Sub 3 175
- Margate Meadows BU 19
- Lawhead BU 21
- Quince 43

*Robert Chapman*

**UNION PROPOSAL**  
Bargaining Units: All  
June 17, 2008

Article and Section No: 19.10

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**19.10 Work In Multiple Time Zones**

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

State  
10:43 am  
J. Sanders  
to'd  
6/20/08

Union  
Joy Phelps BU15  
Emil Kelley BU11  
Robert Henderson BU4  
Nancy L. Lyerla BU17  
Larry Lawhead 21  
Rickson BU20  
Jim Staff BU3  
Lavene (Chick) Bu14  
Margaret Milder 11

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**Article and Section No: 19.11**

# Package Proposal

*The Union proposes that no changes be made to the following section:*

## 19.11 Call Back Time

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's

CT p2 19 11

normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site which may include the employee's home, approved by the department head or designee.

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Bridget [unclear] Bu 14  
Margaret [unclear] Bu 14  
J. Law head Bu 21  
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[unclear] Bu 15  
[unclear] #3  
[unclear] unit 14

J. [unclear]



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

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2/13/09  
9:07 P  
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Article and Section No: 19.12

Package Proposal

*The Union proposes that no changes be made to the following section:*

**19.12 Standby Time**

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of CTO, which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.

D. No standby credit will be earned if the employee is called back to work and receives call back credit.

E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

*John C. [Signature]*

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about BU 14  
Morgan  
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John  
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BU 13  
BU 14



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

TA 1534 06/13/08  
1533

**Article and Section No: 19.16.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**19.16.21 Shift Change**

- A. Except in emergencies, the State shall provide fourteen (14) calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule his/her obligations.
- B. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee's claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

TA  
6/13/08 3:34  
RC  
Pg 16

J Lawhead  
Kathleen O'Connor  
K.A. Winkham  
Victor D. Winkham



BU 21 19.19 pg 1 of 3

**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: 11/12/08**

11:29 PM

**Article and Section No: 19.19.21**

**Proposal No.: 3**

*The Union proposes the following changes be made to the following section:*

**19.19.21 Work Week Group E - Policy (FLSA-Exempt)**

State employees who are exempt from the FLSA are not hourly workers.

The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt from the FLSA:

1. Management determines, consistent with the current MOU's, the products, services, and standards which must be met by FLSA-exempt employees.
2. The salary paid to FLSA-exempt employees is full compensation for all hours worked in providing the product <sup>TC</sup> ~~of~~ or service.
3. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.

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11/12/08

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19.15 p. 2 of 3

4. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities.
5. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts, must receive approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.
6. Consistent with the salaried nature of FLSA-exempt employees, these employees:
  - a. Shall not be charged any paid leave for absences in less than whole day increments.
  - b. Shall not be docked for absences of less than a day.
  - c. Shall not be suspended for five (5) days or less when facing discipline.
  - d. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.

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19.19

pg 3073


e. May be allowed, with approval of appointing power,  
absences with pay for one or more whole days due to  
excessive work load or other special circumstances not  
defined in their duty statement.

TA 11/12/03

4:09 PM



pg 274

4:09 PM  
TA 11/12/08  
Kathleen Brown  
Jury Award  
Hou Goldman  
Mark E. Smith  




BU 21

19.19 (A)

pg 1 of 5

**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: 11/12/08**

3:34 PM

**Article and Section No: 19.19.21(a)**

**Proposal No.: 3**

*The Union proposes no changes be made to the following section:*

**19.19.21(a) Guidelines for Applying Work Week Group (WWG) E Policy**

The purpose of this document is to provide additional guidelines for both supervisor and the employee to assist them in applying the WWG E work week group policy as implemented on January 24, 1994.

Not discussed fully in the WWG E policy is the essential need for ongoing communication between supervisor and employee. This is, of course, two way communication not merely one way. While no one can lay down absolute rules for how often supervisors and employees need to have dialogue, they must do so frequently enough so that both are provided with information they need for each to fulfill their roles in completing work and achieving the mission and goals of the organization.

WWG E employees are not paid for time spent per se, but for work performed. It is therefore appropriate that the focus of the dialogue between supervisors and employees be primarily on what work is to be done, when it is to be completed, and perhaps, how it is to be completed. This includes, not only, specific work and products that have definite deadlines, but also ongoing functions such as interaction with or providing consultation to other employees. Generally, prescribing specific hours should not be necessary. The needs of those receiving consultation or advice and their availability, coupled with the other work requirements an employee has should indicate how these important

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19.19 (A) pg 2 of 5  
needs can be met. This may be by a variety of methods and it may employ time frames that change from week to week, in some cases, while in others the time spent in providing consultation to colleagues, etc, may be fairly fixed and consistent.

As much as possible, the employee should be given flexibility in determining how and when this is done, provided that this function is being adequately taken care of. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available. It is important, also, that if work requirements and/or deadlines or other situations change, that the supervisor continue to inform the employee on a timely basis of such factors so that the employee is able to make whatever adjustments are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

From the supervisor's point of view, it is important that the employee not only be diligent in working towards completion of various assignments, but also be diligent concerning providing the ongoing assistance and/or performance of his/her duties that may be necessary for the effective operation of the particular work unit. This means that as situations change or as work progresses, the supervisor needs to receive feedback from the employee on a fairly frequent basis, especially when any problems or change takes place that might require some adjustment in work, product, methodology, etc. It is also important in case changes occur that a supervisor must be able to communicate with an employee if needed. This makes it essential that employees are diligent in keeping their office informed of their whereabouts and their schedules. While it is not always possible, it should be done probably at least on a weekly

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basis. Where changes occur, these should be reported and the schedule adjusted accordingly. This does not necessarily mean the filling out of long detailed written schedules, in practically all cases, these are unnecessary. What is necessary is whatever it takes so that if a supervisor on Tuesday morning at 10 a.m. finds it essential to discuss an issue with an employee, that the employee's secretary or colleagues know the employee's schedule and how, if possible, he/she may be reached.

In the case of an employee's being at a doctor's appointment or in court or in a variety of other situations, the employee may not be reachable at a given time, but information should have been provided so that the supervisor knows when the employee will next either call in or be available for discussion. In some cases, arrangements which for example provide that the employee will be available during specific hours a given day may be useful in providing opportunities for either discussions with the supervisor and/or colleagues needing or providing assistance. These matters, of course, should all be discussed thoroughly by both supervisor and employee so there is a clear understanding of the expectations both have with regard to availability, completion of work assignments, etc.

You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the WWG E concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the WWG E work week group policy and is what distinguishes it from WWG 2. Fixed work

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schedules that are not based on actual operational needs are not appropriate to the WWG E policy. While it is true that the typical business hours of most State agencies and offices is from 8:00 a.m. to 5:00 p.m., Monday through Friday, this does not translate into requiring an 8:00 a.m. to 5:00 p.m. or other fixed schedule for all employees. While it may, in fact, be necessary for a particular WWG E employee to generally work a schedule that appears to follow the 8:00 a.m. to 5:00 p.m. regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the WWG E concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

If an employee is not available for consultation with other employees and is therefore not fulfilling that responsibility, that must be the focus of attention, not whether the employee is available during specific hours in the office. Employees need to be aware, however, that if they are not fulfilling their obligations in terms of consultation with other employees, etc. management does have the right to temporarily impose a more fixed work schedule in order to insure that these duties are being performed. If this becomes a matter of dispute, then outside help should be sought so that the difference of opinion can be resolved. Where this does not

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19.19(A)

pg 5 of 5

occur, the expedited dispute procedure which has been negotiated should be followed.

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pg 274

TA  
4:09 PM 11/12/08  
Kathleen Stoner  
Lorry Hawkhead  
for S. Oldman  
Mark Z. Smith  




**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

**Article and Section No: 19.28.21**

**Proposal No.:**

*The Union proposes the following change be made to the following section:*

**19.28.21 Reduced Work Time (Unit 21)**

Employees who voluntarily reduce their work time pursuant to the Reduced Worktime Act, shall have right of return to full-time employment pursuant to Government Code section 19996.24 and DPA rule 599.836.

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Kathleen Brown  
J. Paul  
V. Miller  
  
K.A. Wamkon  
M. J. Cord.



B421 19.29 pg 1 of 2

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 11, 2008**

TA1539 06/13/08

1553

**Article and Section No: 19.29.21**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**19.29.21 Release Time for Commercial Driver's License Examination**

A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

1. The employee is required to have the designated commercial driver's license and endorsement(s);
2. The examination is scheduled during the employee's scheduled work hours;
3. The examination does not interfere with operational needs of the department; and
4. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to

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pg 16

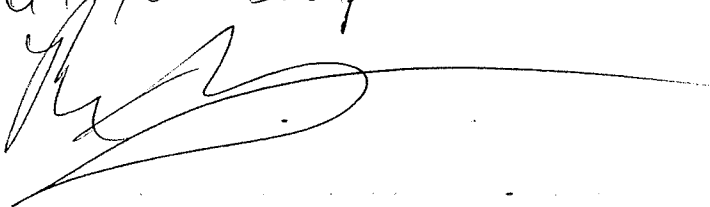
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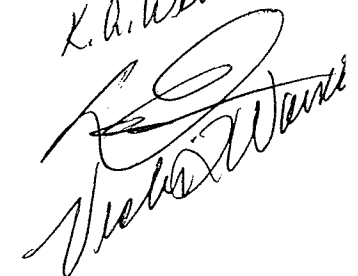
BU 21 19.29 pg 2 of 2

schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

C. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

TA  
6/12/08 3:39pm  


Jerry Lawhead  
Kathleen Jones  
K.A. Winkler  




**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**August 12, 2008**

**Article and Section No: 19.X.21**

**Proposal No.: 2**

*The Union proposes the following section be added to Article 19:*

**19.X.21 Community Colleges Program Assistant I (CCPA I) – FLSA Exempt**

The Community Colleges Program Assistant I (CCPA I) is the only education assistant classification in the Unit 21 series that is Work Week Group 2 and not Federal Fair Labor Standards Act (FLSA) exempt. To be consistent with the other education assistant classifications in the Unit 21 series, it is agreed upon between the State and the Union to make the CCPA I employees at the California Community Colleges exempt from the overtime requirements of State and federal applicable wage and hour laws. There will be no overtime given to such employees for hours worked in addition to eight (8) hours per day or forty (40) hours per week. Such employees shall be treated as salaried/professional employees for all purposes including but not limited to leave time and work hours.

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11:23  
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J Lawhead  
Miguel Contreras  
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[Signature]  
Ava Goldman  
Kathla Torne



BG 21 21-1 pg 1 of 2

**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: 8/26/08**

Pass @ 1508  
8/26/08

**Article and Section No: 21.1**

**Proposal No.: 1**

***The Union proposes no changes to the following section:***

**21.1 Telecommute/Telework Program**

A. Telework is defined as performing work one or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a pre-approved work space and during pre-approved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.

C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

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T. Lawler

for  
me  
Ava Goldman

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D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

E. Upon written request, no more than once each fiscal year, representatives of the DPA will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of state compensation for this meeting.

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8/26/08  
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TA'd  
Jenny Hawhead  
Kathleen Jones  
[Signature]  
Miguel Colon  
[Signature]  
Gua Goldman

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

Exclusive Representative: SEIU

3:28 PM  
7/28/08

ARTICLE  
21.2

SECTION  
Electronic Monitoring

**ARTICLE 21.2 Electronic Monitoring**

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under article 6.

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J Lawhead  
Kathleen Stoner  
Craig Oldman  
Muel Conley  
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**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**July 17, 2008**

TA'D  
5:25 pm  
7/17/08

**Article and Section No: 21.16.21**

**Proposal No.: 3**

*The Union proposes the following changes be made to the following section:*

**21.16.21 Professional Responsibility (Unit 21)**

A. It is the State's policy to allow Unit 21 employees the exercise of professional judgment in their work including work methods, objectives, and hours.

B. Unit 21 employees shall exercise their professional judgment in their work, including scheduling of work hours and locations consistent with the fulfillment of professional responsibilities.

C. Both parties recognize that ultimate responsibility rests with management.

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J Lawhead  
Kathleen Oton  
Nigel Calin  
Hva Goldstein  
Vickie M. [Signature]



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**July 17, 2008**

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**Article and Section No: 21.17.21**

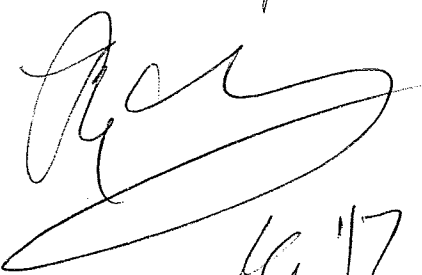
**Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**21.17.21 Recognition of Authorship**

The State employer shall recognize authorship of Unit 21 civil service employees involved in the writing of publications and preparation of electronic media presentations by identifying principal contributors and/or authors in said publications and presentations. In the event of disputes involving the identity of principal contributors or principal authorship, the department head or designee shall resolve such disputes.

Employees may request their name not be cited within the publication.

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Kathla Stone  
Miguel Calvo  
Johawhead  
H. I. [unclear]  
John G. [unclear]  
[unclear] [unclear]

MANAGEMENT PROPOSAL  
Bargaining Unit: 21

Exclusive Representative: SEIU

6/16/08  
12:04 PM

ARTICLE  
21.24

SECTION  
Job Related Conferences and Conventions

**21.24 Job Related Conferences and Conventions**

The State and the Union recognize that certain benefits accrue to the State and Unit 21 employees through participation in job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.

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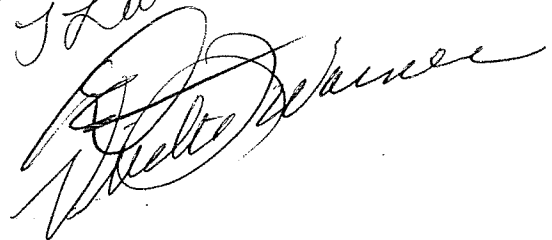
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Kathleen O'Connor  
K. A. Winkham  
J. L. Winkham





**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

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2/13/09  
9:07 p  
TA

**Article and Section No: 24.1**

**Package Proposal**

*The Union proposes that no changes be made to the following section:*

**24.1 Entire Agreement**

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State

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"Lawhead BU 21"  
"JLyerla BU 17"  
"BU 15"  
"BU 14"

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finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

C. The DPA will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

Article and Section No: 24.2

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2/13/9  
9:07 PM

The Union proposes the following changes be made to the following section:

24.2 Duration

- A. Unless a specific provision provides for a different effective date, The terms of this Contract shall be from July 1, 2008 to June 30, 2010.
- C. ~~B.~~ Any grievances filed during the period of July 1, 2008 until ratification of this Contract shall fall under provisions of the July 1, 2005 to June 30, 2008 Contract.
- D. ~~C.~~ In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

State proposing the following:

B. Unless a specific provision provides for a different effective date, any additions or changes to economic or benefit provisions of this Contract will not be applied retroactive and shall be effective upon ratification.

SEIU T/A  
Margaret Maldonado  
Long Beach #4 RF  
AK of  
Pamela BOW  
Bridgette UNIT 11  
Boas  
A. (unint) VIT  
PUB  
Tent 3 475

John Chyn



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: Side Letter #1      Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**Side Letter #1 – Golden Handshake**

If the Golden Handshake provisions are offered during the term of this Contract and the CDE DOE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Unit 1, 3, 4, 11, 14, 15, 17, and 20, and 21 employees in the CDE DOE.

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10:48 am  
J. Sanders

9/15/08 TA  
Dan Keen  
Long Jack  
N Lytle BU 17  
R. Lytle BU 20  
Brad Willis BU 1  
Carl A. Willis BU 1  
G. Lytle BU 15  
C. Lytle BU 1  
D. Lytle BU 1



BW 21

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pg 1 of 2

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2:14 PM  
1:03 AM

**UNION PROPOSAL**  
**Bargaining Unit: Unit 21**  
**Date: 9/25/08**


**Article and Section No: SL 1.21**


**Proposal No.: 1**

*The Union proposes the following new section to be added:*

**Side Letter 1.21 – DCA Bureau for Private Postsecondary and Vocational Education (Bureau): Tentative Sunset Agreement – June 22, 2007**

The attached DCA Bureau for Private Postsecondary and Vocational Education (Bureau) Tentative Sunset Agreement signed June 22, 2007 shall remain in full force and effect until The provisions of This "Tentative Sunset Agreement" expires.

HA  
1/25/09  
2:05 PM  


1/25/09  
7A 2:05 PM  
Kathleen Thomas  
Joan Goldman  
Myra Cohen  
D. Lawrence  




BU 21 S.L. 1.21

pg 2 of 2

PA  
TL  
4/5  
RA

Department of Consumer Affairs  
Bureau for Private Postsecondary and Vocational Education (Bureau)  
**TENTATIVE Sunset Agreement**  
June 22, 2007

To mitigate the impact to the employees affected by the Bureau closure on June 30, 2007, the Department of Consumer Affairs (DCA) agrees to the following:

1. Allow employees a 2-year Training and Development (T & D) Assignment to SSM I or II (as applicable) positions at DCA (July 1, 2007 – June 30, 2009).
2. If agreed to Option 1, employees will extend surplus status 120 days, starting on July 1, 2007 and remain on SROA status in current classification until October 28, 2007.
3. At conclusion of the T & D Assignment (on or before June 30, 2009), employees must transfer to the SSM I or II position (as applicable) or be laid off. If employees transfer they will be placed on re-employment list for their appropriate classification starting on July 1, 2009.
4. Employees who elect to voluntarily demote to SSM I or II (as applicable) positions on July 1, 2007 at DCA in lieu of the T & D will have their probationary period waived, will retain salary and benefits as appropriate and will immediately be placed on re-employment status on July 1, 2007.
5. If the Private Postsecondary and Vocational Education Program is re-established in the Department of Consumer Affairs, employees currently in the Private Post Secondary Education Senior Specialist and Private Postsecondary Education Specialist classifications as of June 30, 2007, shall have priority consideration for authorized positions that may exist in the newly re-established program.
6. DPA will e-mail departmental Personnel Officers a reminder to refer to the policies and procedures regarding the Lay-off process, SROA/Surplus letters and hiring practices.
7. This agreement applies only to the employees impacted by the Bureau closure and only in these positions at DCA.
8. This agreement represents a final resolution to the Bureau for Private Postsecondary and Vocational Education closure.

Stacy Clark  
Verni Hall  
Zorba Lawrence

Judith Bucciarri  
1/25/04  
2000

Karin Richter 6/22/07  
Karin Richter  
Department of Personnel Administration

T/A Guillermo Durgin 6/22/07  
Guillermo Durgin  
SEIU Local 1000

Alyson Cooney 6/22/07  
Alyson Cooney  
Department of Consumer Affairs

Audrey Dadds 6/22/07  
Audrey Dadds, Chair, BU 21  
SEIU Local 1000

Cathi Page 6-22-07



**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**Date: \_\_\_\_\_**

Pass 1601  
01/09/09

**Article and Section No: Side Letter #2      Proposal No.: 1**

*The Union proposes to add the following section:*

**Side Letter #2 – Streamlining the State Safety Retirement Process**

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the SPB of the appropriate parenthetical safety classes.

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1/25/09  
12:28am  
[Signature]

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J Lawhead  
[Signature]  
12:28pm  
[Signature]  
Myra Carter  
Ann Goldman  
Kathleen Jones



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: Side Letter #3      Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**Side Letter #3 – Domestic Partner**

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

Ta  
1:40 pm  
J Sanders  
9/14/08

1:40 pm  
9/15/08 TA  
Dyck  
Shelley 4-15 #1  
Fritz  
Lay 4-9  
Nye 4-17  
AK 4-11  
Brad Willis Bu 11  
Lampall 4-1  
[Signature] 4-11



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

CT  
2/13/09  
9:07 p  
TA

Article and Section No.: SL #4

Package Proposal

The Union proposes the attached Access Side Agreement be inserted as  
Side Letter #4:

Side Letter #4 Access Agreement Side Letter

UNION  
Rummenauer  
Bridgeway Bu 11  
UP Street Bu 14  
Margaret Molder Bu 21  
J Hawkhead Bu 21  
Rohy - Shuler Bu 15  
Dessler #3 Bu 17  
Dove Bu 14  
N. Lyerla Bu 17

*[Signature]*



1:33 PM  
06/26/08



CT 2/13/09  
9:07p  
TH

Date: March 5, 2007

To: State of California Department Heads and Labor Relations Officers  
SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives

From: Julie Chapman  
Deputy Director of Labor Relations  
Labor Relations Division  
Department of Personnel Administration  
(916) 324-0476 FAX (916) 322-0765

Michael Baratz  
Chief of Staff  
Service Employees International  
Union, Local 1000  
(916) 326-4222 FAX (916) 326-4215

Subject: Sideletter Regarding Access

Over the last two years, the State of California and SEIU, Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at their worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between the Department of Personnel Administration and SEIU, Local 1000.

As with all agreements, both sides had to compromise. This agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

Department/Union cooperation in seeking solutions to access issues  
Swift resolution of disagreements when they occur  
An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this agreement in the spirit in which it was negotiated. There will be joint training provided on the agreement at a date still to be determined.

Attachment

Sideletter to the Collective Bargaining Agreement  
between the State of California and the SEIU Local 1000,  
Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21  
regarding access

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This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and union representatives are encouraged to discuss/resolve access problems if they arise.

The union shall provide advance notice of its intent to visit worksites. Departments shall notify the union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the union.

The union has the right to distribute information where represented employees work. The union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the union and its members.

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

Jacquelyn Sanders, Labor Relations Officer  
Department of Personnel Administration

(916) 324-0476

Michael Baratz, Chief of Staff  
SEIU, Local 1000

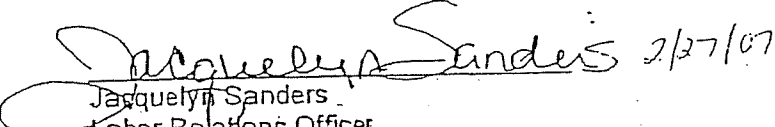
(916) 326-4222

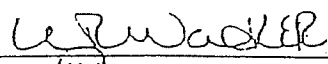
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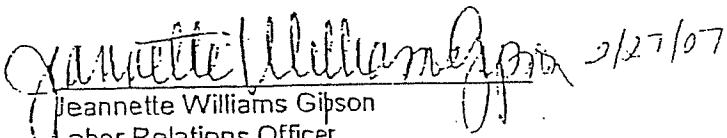
Paul Harris, Chief Counsel  
SEIU, Local 1000


(916) 326-4208

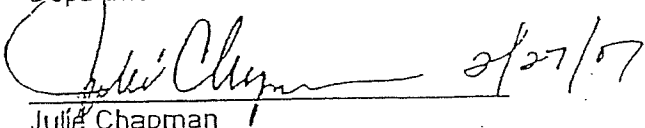
In the event that agreement cannot be reached between the DPA and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4 of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

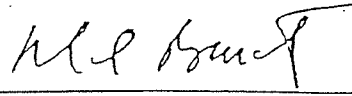
  
Jacquelyn Sanders  
Labor Relations Officer  
Department of Personnel Administration

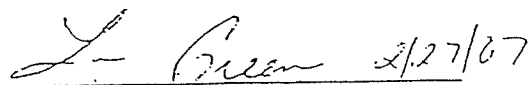
  
Yvonne Walker  
Vice President, Bargaining  
SEIU Local 1000

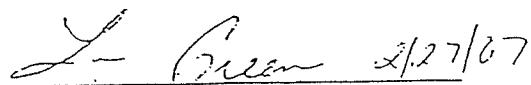
  
Jeannette Williams Gibson  
Labor Relations Officer  
Department of Personnel Administration

  
Marc Baulista  
Vice President, Organizing & Representation  
SEIU Local 1000

  
Julie Chapman  
Deputy Director, Labor Relations  
Department of Personnel Administration

  
Michael Baratz  
Chief of Staff  
SEIU Local 1000

  
Lori Green  
Legal Counsel  
Department of Personnel Administration

  
Lori Green  
Legal Counsel  
Department of Personnel Administration

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9/23/08

## MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Addendum 1 Time off for Victims of Domestic Violence  
(Notice of rights under Labor Code 230.1)

The State proposes that changes to the language below apply to all SEIU, Local 1000 bargaining units.

Section 230.1 of the Labor Code specifies that employers with 25 or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in Section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence. The provisions of this law apply to the State as an employer and to State employees.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this Section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this Section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This Section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the Federal Family and Medical Leave Act.

9/29/08

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Jardes  
1:27 PM  
9/29/08

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D. Williams Bu 4  
Brod Willis Bu 11  
Cel (T. Weger)  
Maine Bu 134  
some Bu 14  
SIP



BU21 Ad 2.

pg 1 of 3

**UNION PROPOSAL**  
**Bargaining Units: Unit 21**  
**June 18, 2008**

6/18/08  
10:35pm  
pg 299

**Article and Section No: Addendum 2.21    Proposal No.: 1**

297

*The Union proposes no changes be made to the following section:*

**ADDENDUM 2.21 - Employer-Paid Employee Retirement Contributions**

The purpose of this article is to implement the provisions contained in section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in Bargaining Unit 21. Pursuant to section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of section 414(h)(2) is accomplished through reduction in wages pursuant to the provisions of this article.

1. Definitions. Unless the context otherwise requires, the definitions in this article govern the construction of this article.

a. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 21 who make contributions to the STRS.

b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the STRS which are deducted

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1/9/08  
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AC

TA  
1/9/08  
4:53pm  
J. L. Lush  
K. L. Lush



from the salary of employees and credited to individual employee's accounts.

- c. "Employer." The term "employer" shall mean the State of California.
- d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 21 by the State of California as defined in the Internal Revenue Code and rules and regulation established by the IRS.
- e. "Retirement System." The term "retirement system" shall mean the STRS as made applicable to the State of California under the provisions of the State Teachers' Retirement Law (California Education Code section 2200, et seq.).
- f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

## 2. Pick Up To Employee Contributions

- a. Pursuant to the provisions of this Agreement, the Employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contribution in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
- b. Employee contributions made under paragraph A of this article shall be paid from the same source of funds as used in paying the wages of affected employees.
- c. Employee contributions made by the employer under paragraph A of this article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

TA

1/9/08

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4:53 PM

1/9/08

Law Head

Jury  
Koromo  
RKC M  
JH

- d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

3. Wage Adjustment

Notwithstanding any provision in this Agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions thereof.

4. Limitations To Operability

This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

5. Non-arbitrability

The parties agree that no provisions of this article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

TA  
1/9/09

4:53pm



TA 1/9/09  
4:53pm  
Jing Ruben  
Kathla Stone  
K. J.  
Ira Goldman  
Myra Corbin

# MANAGEMENT PROPOSAL

Bargaining Unit: 21

Exclusive Representative: SEIU

## APPENDIX B - Chart for Computing Leave Hours for Reduced Time Bases (Supercedes Accrual Rates in Management Memorandum 84-20-1)

Time Base	Hours of Monthly Vacation Leave										Hours of Monthly Annual Leave						Hours of Monthly Educational Leave	Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit
	7	10	11	12	13	14	15	16	17	18	11	14	16	17	18			
																10	8	
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	3.20	3.40	3.60	2.20	2.80	3.20	3.40	3.60	N/A	1.60	
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	6.40	6.80	7.20	4.40	5.60	6.40	6.80	7.20	N/A	3.20	
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	9.60	10.20	10.80	6.60	8.40	9.60	10.20	10.80	6.00	4.80	
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	12.80	13.60	14.40	8.80	11.20	12.80	13.60	14.40	8.00	6.40	
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	2.00	2.13	2.25	1.38	1.75	2.00	2.13	2.25	N/A	1.00	
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	4.00	4.25	4.50	2.75	3.50	4.00	4.25	4.50	N/A	2.00	
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	6.00	6.38	6.75	4.13	5.25	6.00	6.38	6.75	N/A	3.00	
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	8.00	8.50	9.00	5.50	7.00	8.00	8.50	9.00	5.00	4.00	
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	10.00	10.63	11.25	6.88	8.75	10.00	10.63	11.25	6.25	5.00	
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	12.00	12.75	13.50	8.25	10.50	12.00	12.75	13.50	7.50	6.00	
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	14.00	14.88	15.75	9.63	12.25	14.00	14.88	15.75	8.75	7.00	
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	1.60	1.70	1.80	1.10	1.40	1.60	1.70	1.80	N/A	0.80	
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	4.80	5.10	5.40	3.30	4.20	4.80	5.10	5.40	N/A	2.40	
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	11.20	11.90	12.60	7.70	9.80	11.20	11.90	12.60	7.00	5.60	
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	14.40	15.30	16.20	9.90	12.60	14.40	15.30	16.20	9.00	7.20	

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9:07 p  
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Date: \_\_\_\_\_ 1/14

### G.3 Bike or Walk to Work Program

3. This Section is not grievable or arbitrable.

*[Handwritten notes:]*

- Unit 17
- Unit 11
- Unit #4
- N. Lyula BU 17
- Jan 13 u-15
- Manga Maled BU 21
- y Raw head BU 21
- (Y) Unread u3

A handwritten signature in black ink, appearing to read "John C. Smith". The signature is written in a cursive style with a large, looping initial "J" and a long, sweeping underline that extends towards the bottom right of the page.